



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 12] नई दिल्ली, मार्च 15—मार्च 21, 2015, शनिवार/फाल्गुन 24—फाल्गुन 30, 1936
No. 12] NEW DELHI, MARCH 15—MARCH 21, 2015, SATURDAY/PHALGUNA 24—PHALGUNA 30, 1936

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 13 मार्च, 2015

का.आ. 534.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए त्रिपुरा राज्य सरकार, गृह विभाग, अगरतला की सहमति से दिनांक 23 अगस्त, 2014 की अधिसूचना सं० एफ० 21(52)—पीडी/सीबीआई/2013(एल) के तहत भारतीय दण्ड संहिता, 1960 (1860 का अधिनियम सं० 45) की धारा 120-बी एवं 420 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं० 49) की धारा 13(1)(घ) के साथ पठित धारा 13(2) के अधीन दिनांक 17.06.2014 को सीबीआई, एसीबी, शिलांग शाखा में दर्ज सीबीआई के मामला सं० आरसीएसएचजी 2014 ए004 (आरसी4ए2014 एसएचजी) में डब्ल्यूडब्ल्यूएम एवं जीएसबी मद में मापन पुस्तिका में झूठी प्रविष्टियां करके जिससे आईसीपी, अगरतला परियोजना, जो आरआईटीईएस द्वारा पूरी की गई थी से कॉन्टेक्टर को 107.57 लाख रु० का अधिक भुगतान किया गया था में आरए बिल सं० 10 की विसंगति जो एकीकृत चैकपोस्ट, अखाओवरा अगरतला में रेलवे मंत्रालय के अधीन भारत सरकार के उपक्रम आरआईटीईएस लि० के लोक सेवक

की लिप्तता के संबंध में अन्वेषण करने के लिए तथा अन्य अपराध/अपराधों, प्रयासों, दुष्प्रेरणाओं, षड़यंत्रों अथवा उपरोक्त अपराधों तथा अन्य अपराध/अपराधों जो इन जैसे तथ्यों से उत्पन्न होने वाले समान लेन-देन की उक्त प्रक्रिया में किए गए हों, के संबंध में दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का विस्तार संपूर्ण त्रिपुरा राज्य पर करती है।

[फा० सं० 228/62/2014-एवीडी-II]

सुशील कुमार, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS
(Department of Personnel and Training)**

New Delhi, the 13th March, 2015

S.O. 534.— In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Tripura, Home Department, Agartala vide Notification No. F. 21(52)-PD/CBI/2013(L) dated 23rd August, 2014, hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tripura for investigation of the

offences relating to involvement of Public Servant of RITES Limited, Government of India Undertaking under Ministry of Railway, at Integrated Check Post, Akhaowra, Agartala for the discrepancies in RA bill No. 10 by making false entries in the measurement book in the item of WWM and GSB resulting to overpayment of Rs. 107.57 Lakhs to the contractor in connection with the work of ICP, Agartala Project carries out by RITES as alleged in the Central Bureau of Investigation Case No. RCSHG2014A004 (RC4A2014SHG) registered at CBI, ACB, Shillong Branch

on 17.06.2014 under sections 120-B and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 13(2) read with 13(1)(d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) and any other offence/offences, attempts, abetments and conspiracy in relation to or in connection with above mentioned offences and any other offence/offences committed in course of the same transaction arising out of the same facts.

[F. No. 228/62/2014-AVD-II]
SUSHEEL KUMAR, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 13 मार्च, 2015

का.आ. 535.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृति करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भामा सं./ भाग/खण्ड/ वर्ष
1.	2892780	24.06.2014	नीर इरीगेशन 20/21, जैनम इण्ड. पार्क, शांग्रीला वाटर पार्क के नजदीक पोस्ट: कुकसे बोरीवली, भिवंडी, मुम्बई नासिक हाइवे, थाने-421302, महाराष्ट्र	सिंचाई उपस्कर फुहारा पाईप विशिष्ट भाग 2 शीघ्र युग्मक पॉलिथिलीन पाइप	भा मा 14151:भाग 2:2008

[सं० केन्द्रीय प्रमाणन विभाग/13:11]
टी० कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION
(Department of Consumer Affairs)
(BUREAU OF INDIAN STANDARDS)

New Delhi, the 13th March, 2015

S.O. 535.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (factory) of the party	Product	IS No./Part/Sec Year
1.	2892780	24.06.2014	Neer Irrigation Private Limited 20/21, Jainam Industrial Park, Near Shangrila Water Park, Post Kukse Borivali, Bhiwandi, Mumbai Nashik Highway, Distt: Thane - 421302 Maharashtra.	Irrigation equipment - sprinkler pipes Part 2 : quick coupled polyethylene pipes	IS 14151 : Part 2 : 2008

[No. CMD/13:11]
T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली, 13 मार्च, 2015

का.आ. 536.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रकम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	7471478	एंकर इलेक्ट्रिकल प्रा० लि० सर्वे नं० 66/3, पतालिया रोड, भीमपोर, दमन दमन और दीव 396210	भा मा 2086:1993 650 वो० तक की वोल्टता के लिए पुनःतार संस्थापन प्रकार के बिजली के फ्यूजों में वाहक और आधार	25.6.2014

[सं० केन्द्रीय प्रमाणन विभाग/13:13]

टी० कलैवानन, प्रमुख (एमयूबीओ-ईईई)

New Delhi, the 13th March, 2015

S.O. 536.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No.	Name and Address of the licensee	Article/process with relevant Indian standard covered by the Licence	Date of cancellation
1.	7471478	Anchor Electricals Pvt. Ltd. Survey No. 66/3 Patalia Road, Bhimpore, Daman, Distt: Daman, Daman & Diu - 396210	IS 2086 : 1993 Carriers and bases used in rewirable type electrical fuses for voltages upto 650 v	25.06.2014

[No. CMD/13:13]

T. KALAIIVANAN, Head (MUBO-EEE)

पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय		1	2	3
आदेश				
नई दिल्ली, 5 मार्च, 2015		3.	सी०एस० रामालक्ष्मी	1980
का.आ. 537. —केन्द्र सरकार, भारतीय वन सेवा (संवर्ग) नियम, 1966 के नियम 5 के साथ पठित आंध्र प्रदेश पुनर्गठन अधिनियम, 2014 (2014 का 6) की धारा 76 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस आदेश के सरकारी राजपत्र में प्रकाशन की तारीख से एतद्वारा भारतीय वन सेवा के आंध्र प्रदेश संवर्ग के निम्नलिखित सदस्यों को नियत दिन से पूर्व तत्काल आवंटित करती है—		4.	के०डी०आर० जय कुमार	1980
क. भारतीय वन सेवा के आंध्र प्रदेश संवर्ग में:		5.	आर० जी० कालाघाटगी	1981
		6.	बी० मूरलीकृष्णा	1981
		7.	डी० सुधाकर	1982
		8.	वी० वेंकटरामय्या	1982
		9.	पी० के० सारंगी	1982
		10.	चंदन मित्रा	1982
		11.	बी० एस० एस० प्रसाद	1983
		12.	के० सुगुनाकर रेड्डी	1983
		13.	सुरेन्द्र पाण्डेय	1983
		14.	एम० सुधाकर	1983
		15.	सोम्यकांत चौटरेय	1984
क्र० सं०	नाम (श्री/सुश्री)	बैच		
1	2	3		
1.	ए०वी० जोसफ	1979		
2.	एस०बी०एल० मिश्रा	1980		

1	2	3
16.	पुष्कर श्रीवास्तव	1984
17.	बी० वी० प्रसादा रेड्डी	1985
18.	पी० एं वी० उदय भास्कर	1985
19.	सी० के० मिश्रा	1985
20.	पी० मल्लिकार्जुना राव	1985
21.	मोहम्मद इलयस रिज्वी	1985
22.	एन० प्रतिप कुमार	1986
23.	सतीश कुमार कौशिक	1986
24.	विपिन चौधरी	1986
25.	वी० बी० रमन्ना मूर्थी	1987
26.	डी० नलिनी मोहन	1987
27.	संजय गुप्ता	1987
28.	अनिल कुमार मोर्या	1987
29.	चिरंजीव चौधरी	1989
30.	अजय कुमार नाइक	1989
31.	वाई० मधुसूदन रेड्डी	1990
32.	ई० नरसिंहमुलु	1990
33.	अनूप सिंह	1990
34.	बिनोद कुमार सिंह	1990
35.	राजेन्द्र प्रसाद खजूरिया	1991
36.	कल्लोल बिस्वास	1991
37.	एस० एस० श्रीधर	1992
38.	आनन्द कुमार झा	1992
39.	रमेश कुमार सुमन	1993
40.	मोहम्मद इब्राहिम	1993
41.	रत्नाकर जौहरी	1994
42.	पी० वी० चलापथी राव	1994
43.	के० गोपीनाथा	1994
44.	जे० एस० एन० मूर्थी	1994
45.	पी० वी० रमन्ना रेड्डी	1995
46.	एम० रेवाथी	1996
47.	शान्ति प्रिया पांडेय	1997
48.	राहुल पाण्डेय	1997
49.	ए० भरत कुमार	1997
50.	के० सूर्यनारायणा	1997
51.	बी० सुन्दर	1998
52.	एस० श्रवणन	1999
53.	एम० रवि कुमार	1999
54.	एन० चन्द्रा मोहन रेड्डी	2001

1	2	3
55.	के० लोहितास्युद्	2001
56.	पी० एस० श्रीनिवासा सास्त्री	2002
57.	पी० सुब्बा राघवरईया	2003
58.	पी० रामा मोहन राव	2004
59.	टी० वी० सुब्बा रेड्डी	2004
60.	एस० श्रीकान्था रेड्डी	2005
61.	बी० एन० एन० मूर्थी	2007
62.	बी० मोहम्मद दीवान मैदीन	2008
63.	एम० सिवा प्रसाद	2010
64.	आर० यसोदाबाई	2010
65.	अलन चोंग टेरेन	2011
66.	सी० सेल्वम	2012
67.	सेखर बाबू गेद्धम	2013
68.	नन्दनी सलारिया	2013
69.	जगन्नाथ सिंह आर०	2013

ख. भारतीय वन सेवा के तेलंगाना संवर्ग में:

क्र० सं०	नाम (श्री/सुश्री)	बैच
1	2	3
1.	राजेश मित्तल	1979
2.	पी० के० शर्मा	1980
3.	ए० के० श्रीवास्तव	1981
4.	आर० सुन्दर वदान	1982
5.	डी०के० पाण्डेय	1982
6.	के० पी० श्रीवासुकी	1982
7.	पी० मधुसूधना राव	1982
8.	एम० रामा प्रसाद	1983
9.	अशोक कुमार जैन	1983
10.	पी० के० झा	1983
11.	मनोरंजन भाँझा	1984
12.	पी० रघुवीर	1984
13.	हरीश चन्द्रा मिश्रा	1984
14.	एम० प्रध्वी राजू	1984
15.	सुरेश नागेश जाधव	1984
16.	कंवरजीत सिंह	1985
17.	चन्द्रा बी० मुलासी	1985
18.	आर० यू० कश्यपा	1985
19.	तेज सिंह कर्डम	1985
20.	के० तिरुपथैया	1986
21.	आर० शोभा	1986

1	2	3
22.	मुनिन्द्रा	1986
23.	राकेश मोहन डबरियाल	1987
24.	लोकेश जायसवाल	1987
25.	सुनील कुमार गुप्ता	1987
26.	वाई बाबू राव	1987
27.	एन श्याम प्रसाद	1987
28.	स्वरगम श्रीनिवास	1989
29.	मोहन चन्द्र परगैन	1990
30.	ए किशन	1990
31.	इलुसिंह मेरू	1990
32.	सिद्धानन्द कुकरेती	1991
33.	सी सुवर्णा	1991
34.	जी चन्द्र सेखर रेड्डी	1991
35.	अशोक कुमार सिन्हा	1992
36.	विनय कुमार	1992
37.	संजीव कुमार गुप्ता	1993
38.	सुनीथा एम भागवत	1996
39.	बी बासिवी रेड्डी	1996
40.	पी वेंकटा राजा राव	1997
41.	बी आनन्द मोहन	1997
42.	मोहम्मद जलालुद्दीन अकबर	1999
43.	टी पी थिम्मा रेड्डी	1999
44.	डी नागाभूषणम	2000
45.	जी नरसैयाह	2001
46.	सी श्रवणन	2002
47.	अकोईजम सोनिबाला देवी	2002
48.	बी श्रीनिवास	2002
49.	प्रियंका वर्गीज	2003
50.	बी शफिउल्लाह	2003
51.	सी पी विनोद कुमार	2003
52.	एस रमेश	2004
53.	शिवानी डोगरा	2007
54.	वी एस एन वी प्रसाद	2009
55.	एस शान्थाराम	2010
56.	श्री सिवाला राम बाबू	2011
57.	डा सुनील एस हिरेमथ	2011
58.	तिरूमाला रवि किरन	2012

[फा सं 16016/02/2014-भावसे-II]

डॉ रेखा पै, वन महानिरीक्षक

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE

ORDER

New Delhi, the 5th March, 2015

S.O. 537.—In exercise of the powers conferred by sub-section (4) of Section 76 of the Andhra Pradesh Reorganisation Act, 2014 (6 of 2014) read with rule 5 of the Indian Forest Service (Cadre) Rules, 1966, the Central Government, with effect from the date of publication of this order in the Official Gazette, hereby allocates the following members of the Indian Forest Service, born on the Andhra Pradesh cadre immediately before the appointed day—

A. to the Andhra Pradesh cadre of Indian Forest Service:

S. No.	Name (Mr./Ms)	Batch
1	2	3
1.	A.V. Joseph	1979
2.	S.B.L. Misra	1980
3.	C.S. Ramalakshmi	1980
4.	K.D.R. Jaya Kumar	1980
5.	R.G. Kalaghatgi	1981
6.	B. Muralikrishna	1981
7.	D. Sudhakar	1982
8.	V. Venkataramaiah	1982
9.	P.K. Sarangi	1982
10.	Chandan Mitra	1982
11.	B.S.S. Prasad	1983
12.	K. Sugunakar Reddy	1983
13.	Surendra Pandey	1983
14.	M. Sudhakar	1983
15.	Soumykanta Chottray	1984
16.	Pushker Srivastava	1984
17.	B.V. Prasad Reddy	1985
18.	P.A.V. Udaya Bhaskar	1985
19.	C.K. Mishra	1985
20.	P. Mallikarjuna Rao	1985
21.	Mohd. Iliyas Rizvi	1985
22.	N. Prateep Kumar	1986
23.	Satish Kumar Kaushik	1986
24.	Vipin Chaudhary	1986
25.	V.B. Ramana Murthy	1987
26.	D. Nalini Mohan	1987
27.	Sanjay Gupta	1987
28.	Anil Kumar Maurya	1987
29.	Chiranjiv Choudhary	1989
30.	Ajay Kumar Naik	1989
31.	Y. Madhusudhan Reddy	1990
32.	E. Narasimhulu	1990
33.	Anoop Singh	1990
34.	Binod Kumar Singh	1990
35.	Rajendra Prasad Khajuria	1991

1	2	3
36.	Kallol Biswas	1991
37.	S.S. Sreedhar	1992
38.	Anand Kumar Jha	1992
39.	Ramesh Kumar Suman	1993
40.	Mohd. Ibrahim	1993
41.	Ratnakar Jauhari	1994
42.	P.V. Chalapathi Rao	1994
43.	K. Gopinatha	1994
44.	J.S.N. Murthy	1994
45.	P.V. Ramana Reddy	1995
46.	M. Revathi	1996
47.	Shanti Priya Pandey	1997
48.	Rahul Pandey	1997
49.	A. Bharat Kumar	1997
50.	K. Suryanayarayana	1997
51.	B. Sundar	1998
52.	S. Saravanan	1999
53.	M. Ravi Kumar	1999
54.	N. Chandra Mohan Reddy	2001
55.	K. Lohitasyudu	2001
56.	P.S. Srinivasa Sastry	2002
57.	P. Subba Raghavaiah	2003
58.	P. Ram Mohan Rao	2004
59.	T.V. Subba Reddy	2004
60.	S. Srikantanatha Reddy	2005
61.	B.N.N. Murthy	2007
62.	B. Mohamed Diwan Mydeen	2008
63.	M. Siva Prasad	2010
64.	R. Yesodabai	2010
65.	Alan Chong Teran	2011
66.	C. Selvam	2012
67.	Sekhar Babu Geddam	2013
68.	Nandani Salaria	2013
69.	Jagannath Singh R.	2013

B. to the Telangana cadre of Indian Forest Service:

S. No.	Name (Mr./Ms)	Batch
1	2	3
1.	Rajesh Mittal	1979
2.	P.K. Sharma	1980
3.	A.K. Srivastava	1981
4.	R. Sundar Vadan	1982
5.	D.K. Pandey	1982
6.	K.P. Srivasuki	1982
7.	P. Madhusudhana Rao	1982
8.	M. Rama Prasad	1983
9.	Ashok Kumar Jain	1983
10.	P.K. Jha	1983
11.	Manoranjan Bhanja	1984

1	2	3
12.	P. Raghuveer	1984
13.	Harish Chandra Mishra	1984
14.	M. Prudhvi Raju	1984
15.	Suresh Nagesh Jadhav	1984
16.	Kanwarjit Singh	1985
17.	Chandra B. Malasi	1985
18.	R.U. Kashappa	1985
19.	Tej Singh Kardam	1985
20.	K. Tirupathaiah	1986
21.	R. Shobha	1986
22.	Munindra	1986
23.	Rakesh Mohan Dobriyal	1987
24.	Lokesh Jayaswal	1987
25.	Sunil Kumar Gupta	1987
26.	Y. Babu Rao	1987
27.	N. Shyam Prasad	1987
28.	Swargam Srinivas	1989
29.	Mohan Chandra Pargain	1990
30.	A. Kishan	1990
31.	Elusing Meru	1990
32.	Sidhanand Kukrety	1991
33.	C. Suvarna	1991
34.	G. Chandra Sekhara Reddy	1991
35.	Ashok Kumar Sinha	1992
36.	Vinay Kumar	1992
37.	Sanjeev Kumar Gupta	1993
38.	Sunitha M. Bhagwat	1996
39.	B. Basivi Reddy	1996
40.	P. Venkata Raja Rao	1997
41.	B. Anand Mohan	1997
42.	Mohd. Jalaluddin Akbar	1999
43.	T.P. Thimma Reddy	1999
44.	D. Nagabhushanam	2000
45.	G. Narsaiah	2001
46.	C. Saravanan	2002
47.	Akoijam Sonibala Devi	2002
48.	B. Srinivas	2002
49.	Priyankaa Varghese	2003
50.	B. Shafiullah	2003
51.	C.P. Vinod Kumar	2003
52.	S. Ramesh	2004
53.	Shivani Dogra	2007
54.	V.S.N.V. Prasad	2009
55.	S. Shantharam	2010
56.	Sri Sivala Ram Babu	2011
57.	Dr. Sunil S. Hiremath	2011
58.	Tirumala Ravi Kiran	2012

[F. No. 16016/02/2014-IFS-II]

Dr. REKHA PAI, Inspector General of Forest

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 11 मार्च, 2015

का.आ. 538.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12, के उप-नियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ईटलैब (गोवा) प्राइवेट लिमिटेड आवास संख्या 197, रेडी कूकल भट्ट, पोस्ट रेडी, तालुका वैंगरुला, जिला सिंधुदुर्ग, महाराष्ट्र - 416517 को इस अधिसूचना, के राजपत्र में प्रकाशन की तारीख से एक वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय, की अधिसूचना सं. का.आ. 3975, तारीख 20 दिसम्बर, 1965 में उपाबद्ध अनुसूची में यथा विनिर्दिष्ट खनिज और अयस्क के निरीक्षण, (ग्रुप-1), अर्थात्, लौह अयस्क, मैंगनीज अयस्क, फेरो मैंगनीज और बॉक्साइट को निर्यात से पूर्व निम्नलिखित शर्तों के अध्याधीन रेडी में उक्त खनिज और अयस्क के निरीक्षण करने के लिए, एक अधिकरण के रूप में मान्यता देती है, अर्थात्:

- (i) मैसर्स ईटलैब (गोवा) प्राइवेट लिमिटेड, आवास संख्या 197, रेडी सुकल भट्ट, पोस्ट रेडी, तालुका वैंगरुला, जिला सिंधुदुर्ग, महाराष्ट्र - 416517, खनिज और अयस्क ग्रुप-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन उनके द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) मैसर्स ईटलैब (गोवा) प्राइवेट लिमिटेड, आवास संख्या 197, रेडी सुकल भट्ट, पोस्ट रेडी तालुका वैंगरुला, जिला सिंधुदुर्ग, महाराष्ट्र - 416517, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए ऐसे निर्देशों से आबद्ध होंगे।

[फा. सं. 4/10/2014-निर्यात निरीक्षण]

सुधांशु पांडेय, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 11th March, 2015

S.O. 538.—In exercise of the powers conferred by the sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognizes, M/s. Italab (Goa) Pvt. Ltd, H. No. 197, Redi Sukl Bhat, Post Redi, Taluka Vengurla, District Sindhudurga, Maharashtra-416517 as an agency for a period of one year from the date of publication of this notification, for the

inspection of Minerals and Ores (Group-I) namely, Iron Ore, Manganese Ore, Ferro manganese and Bauxite as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce vide S.O. 3975 dated the 20th December 1965, prior to export of said Minerals and Ores at Redi, subject to the following conditions, namely:—

- (i) M/s. Italab (Goa) Pvt. Ltd. H. No. 197, Redi Sukal Bhat, Post redi, Taluka Vengurla, District Sindhudurga, Maharashtra-416517, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores—Group I (Inspection) rules, 1965;
- (ii) M/s. Italab (Goa) Pvt. Ltd., H.No. 197, Redi Sukal Bhat, Post Redi, Taluka Vengurla, District Sindhudurga, Maharashtra-416517, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Council), Export Inspection Council may give in writing from time to time.

[F.No. 4/10/2014-Export Inspection]

SUDHANSHU PANDEY, Jt. Secy.

नई दिल्ली, 11 मार्च, 2015

का.आ. 539.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12, के उप-नियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स इस्सन एण्ड कंपनी, 24-19 प्रथम तल, थॉम्पसन गली, नजदीक ओल्ड पोस्ट ऑफिस, विशाखापट्टनम को इस अधिसूचना, के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए, अधिनियम की धारा 7 की उप-धारा (1) के लिए वाणिज्य मंत्रालय, की अधिसूचना सं. का.आ. 3975, तारीख 20 दिसम्बर, 1965 में उपाबद्ध अनुसूची में यथा विनिर्दिष्ट खनिज और अयस्क के निरीक्षण, (ग्रुप-1) के निरीक्षण, अर्थात्, लौह अयस्क, मैंगनीज डाइऑक्साइड को छोड़कर, निर्यात से पूर्व निम्नलिखित शर्तों के अध्याधीन विशाखापट्टनम, में पूर्वोक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता देती है; अर्थात् :—

- (i) मैसर्स इस्सन एण्ड कंपनी, 24-19 प्रथम तल, थॉम्पसन गली, नजदीक ओल्ड पोस्ट ऑफिस, विशाखापट्टनम, खनिज और अयस्क ग्रुप-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन उनके द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) मैसर्स इस्सन एण्ड कंपनी, 24-19 प्रथम तल, थॉम्पसन गली, नजदीक ओल्ड पोस्ट ऑफिस, विशाखापट्टनम,

इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए ऐसे निर्देशों से आबद्ध होंगे।

[फा. सं. 4/08/2014-निर्यात निरीक्षण]

सुधांशु पांडेय, संयुक्त सचिव

New Delhi, the 11th March, 2015

S.O. 539.— In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognizes, M/s. Essen & Co, 24-19, 1st Floor, Thompson Street, Near Old Post Office, Vishakhapatnam as an agency for purpose of sub-section (1) of Section 7 of the Act for a period of three years from the date of publication of this notification, for the inspection of Minerals and Ores (Group-I) namely, Iron Ore and Mangnese Ore excluding Manganese Dioxide as specified in the Schedule annexed to the Ministry of Commerce notification number S.O. 3975 dated the 20th December 1965, prior to export of the aforesaid minerals and ores at Vishakhapatnam, subject to the following conditions, namely:—

- (i) M/s. Essen & Co. 24-1-9, 1st Floor, Thompson Street, Near Old Post Office, Vishakhapatnam, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores—Group I (Inspection) rules, 1965;
- (ii) M/s. Essen & Co. 24-1-9, 1st Floor, Thompson Street, Near Old Post Office, Vishakhapatnam, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Council), Export Inspection Council may give in writing from time to time.

[F.No. 4/8/2014-Export Inspection]
SUDHANSHU PANDEY, Jt. Secy.

श्रम और रोजगार मंत्रालय

आदेश

नई दिल्ली, 14 जनवरी, 2015

का.आ. 540.—केन्द्रीय सरकार का मत है कि बजाज इलैक्ट्रिकल्स लिमिटेड के प्रबंधन और उनके कामगारों के बीच औद्योगिक विवाद विद्यमान हैं:

तथा जबकि गुजरात के माननीय उच्च न्यायालय, अहमदाबाद ने विविध सिविल आवेदन सं. 1943/2003 तथा विविध सिविल आवेदन सं. 1711/2003 में निदेश दिया कि औद्योगिक विवाद अधिनियम,

1947 के उपबंधों के अंतर्गत मामले पर विचार किया जाए और उपयुक्त निर्णय लिया जाए;

तथा जबकि एक से अधिक राज्य में स्थित बजाज इलैक्ट्रिकल्स लिमिटेड के स्थापनों के इससे संबद्ध अथवा प्रभावित होने की संभावना है;

तथा जबकि केन्द्रीय सरकार का मत है कि उक्त विवाद का न्याय-निर्णयन राष्ट्रीय न्यायाधिकरण द्वारा किया जाए;

तथा जबकि केन्द्रीय सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1997 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के दिनांक 06.09.2004 के आदेश सं. एल-42012/144/2004-आईआर (सी-II) के माध्यम से राष्ट्रीय औद्योगिक न्यायाधिकरण गठित किया जिसका मुख्यालय मुंबई में रखा गया तथा न्यायाधीश एस.सी. पाण्डे को इसका पीठासीन अधिकारी नियुक्त किया जथा उक्त अधिनियम की धारा 10 की उप-धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्यायनिर्णयन हेतु उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को भेज दिया;

तथा जबकि न्यायाधीश श्री एस. सी. पाण्डे ने 8.9.2004 को उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार त्याग दिया;

तथा जबकि केन्द्रीय सरकार ने दिनांक 10.11.2015 के आदेश के माध्यम से राष्ट्रीय न्यायाधिकरण का पुनर्गठन किया तथा न्यायाधीश श्री धनश्याम दास को इसका पीठासीन अधिकारी नियुक्त किया;

तथा जबकि न्यायाधीश श्री धनश्याम दास ने 06.02.2006 को उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार छोड़ दिया;

तथा जबकि केन्द्रीय सरकार ने दिनांक 3.1.2011 के आदेश के माध्यम से राष्ट्रीय न्यायाधिकरण का पुनर्गठन किया तथा न्यायाधीश श्री गौरी शंकर सराफ को इसका पीठासीन अधिकारी नियुक्त किया;

तथा जबकि न्यायाधीश श्री गौरी शंकर सराफ ने दिनांक 20.09.2011 को निर्णय देकर विवाद का निपटान किया तथा न्यायाधीश श्री गौरी शंकर सराफ ने 30.06.2013 को अपनी सेवानिवृत्ति पर उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का पदभार छोड़ दिया;

तथा जबकि मैसर्स बजाज इलैक्ट्रिकल्स लिमिटेड और उनके कामगारों के बीच मौजूदा विवादों के संदर्भ में अनुमोदन संबंधी आवेदनों और शिकायतों का निपटान करने के लिए राष्ट्रीय औद्योगिक न्यायाधिकरण गठित किया जाना अपेक्षित है;

अतः, इसलिए एक राष्ट्रीय औद्योगिक न्यायाधिकरण की स्थापना की जाती है जिसका मुख्यालय मुंबई में होगा और जिसके पीठासीन अधिकारी सीजीआईटी संख्या 1, मुंबई के पीठासीन अधिकारी न्यायाधीश श्री सत्य पूत मेहरोत्रा होंगे तथा उपर्युक्त विवाद को न्यायनिर्णयन के लिए उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को इस निदेश के साथ भेजा जाता है कि न्यायाधीश श्री सत्य पूत मेहरोत्रा मामले में कार्यवाही करेंगे तथा तदनुसार इसका निपटान करेंगे।

[सं. एल-42012/144/2004-आईआर (सी-II)]

जोहन तोपनो, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT**ORDER**

New Delhi, the 14th January, 2015

S.O. 540.—Whereas the Central Govt. is of the opinion that an industrial dispute exists between the management of Bajaj Electricals Limited and their workmen:

And whereas the Hon'ble High Court of Gujarat at Ahmedabad in Misc. Civil Application No. 1943/2003 in Misc. Civil Application No. 1711/2003 gave a direction to consider the matter under the provisions of Industrial Disputes Act, 1947 and take appropriate decision;

And whereas the establishments of Bajaj Electricals Limited situated in more than one State are likely to be interested in, or affected;

And whereas the Central Government is of the opinion that the said dispute should be adjudicated by a National Tribunal;

And whereas the Central Government in exercise of the powers conferred by Section 7B of the I.D. Act, 1947 (14 of 1997) constituted a National Industrial Tribunal *vide* Ministry of Labour Order No. L-42012/144/2004-IR(C-II) dated 6.9.2004 with headquarters at Mumbai and appointed Justice Shri S.C. Pandey as its Presiding Officer and exercise of the powers conferred by Sub-Section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said national Industrial Tribunal for adjudication;

And Whereas Justice Shri S.C. Pandey relinquished charge of the above National Industrial Tribunal on 8.9.2004;

And Whereas Central Government *vide* order dated 10.11.2005 reconstituted the national Tribunal and appointed Justice Shri Ghanshyam Dass as its Presiding Officer;

And Whereas Justice Shri Ghanshyam Dass relinquished the change of the said national Industrial Tribunal on 06.02.2006;

And Whereas Central Government *vide* order dated 3.1.2001 reconstituted the National Tribunal and appointed Justice Shri Gauri Shanker Sarraf as the its Presiding Officer;

And Whereas Justice Shri Gauri Shanker Sarraf disposed of the dispute by way of Award dated 20.9.2011 and Shri Gauri Shanker Sarraf relinquished the charge of the said National Industrial Tribunal on his retirement on 30.06.2013;

And whereas the National Industrial Tribunal is required to be constituted deal with the approl applications and complaints in reference disputes exists between M/s. Bajaj Electricals Limited and their workmen;

Now therefore, a National Industrial Tribunal is constituted with Headquarters at Mumbai with Justice Shri Satya Poot Mehrotra, Presiding Officer of CGIT No. 1, Mumbai as its Presiding Officer and the above said dispute is referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri Satya Poot Mehrotra shall proceed in the matter and dispose of the same accordingly.

[No.L-42012/144/2004-IR(C-II)]

JOHAN TOPNO, Under Secy.

नई दिल्ली, 16 मार्च, 2015

का.आ. 541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जॉइंट इनकम टैक्स कमिश्नर इनकम टैक्स डिपार्टमेंट भीलवाड़ा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 29/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 10/03/2015 को प्राप्त हुआ था।

[सं० एल-42012/131/2012-आईआर(डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 16th March, 2015

S.O. 541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 29/2014) of the Central Government Industrial Tribunal Cum Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Joint Income Tax Commissioner, Income Tax Department, Bhilwara and their workmen, which was received by the Central Government on 10/03/2015.

[No.L-42012/131/2012-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JAIPUR**

BHARAT PANDEY
PRESIDING OFFICER

I.D. 29/2014

Reference No. L-42012/131/2012-IR(DU) dated: 20.2.2013

Smt. Kanchan Devi
W/o Harpal Panwar
Resident-51, Jagjivan Nagar,
Near Government High-Primary School,
Khavakheda, Kachchi Basti,
Bhilwara (Rajasthan)

V/s

Joint Income Tax Commissioner
Income Tax Department
Bhilwara Section,
Bhilwara (Rajasthan).

AWARD

4.2.2015

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

"Whether the action of the management of Joint Income-Tax Commissioner, Bheelwada in terminating the services of Smt. Kanchan Devi w/o Shripal Panwar by oral order dtd. 4.6.2011 is legal and justified? To what relief the concerned workman is entitled to?"

2. After receipt of reference it was registered on 15.4.2014 & notices were sent to both the parties on 29.5.2014 fixing 23.6.2014 for statement of claim. On 23.6.2014 applicant Smt. Kanchan Devi appeared in person on 23.6.2014 & an oral request was made by her for further time to file statement of claim which was granted & 2.9.2014 was fixed for filing statement of claim. On behalf of opposite party Income Tax Department Vakalatnama was filed by Sh. B. B. Mathur, R. B. Mathur & other advocates. On 2.9.2014 & on the subsequent date on 17.11.2014 both the parties remained absent & statement of claim was not filed from the side of applicant. On 2.9.2014 next date 17.11.2014 & on 17.11.2014 next date 2.2.2015 was fixed for filing statement of claim. On 2.2.2015 again both the parties remained absent till the closure for the day. In above fact & circumstances, it was felt by the tribunal that applicant is not interested in pursuing the case by filing statement of claim Accordingly, further proceeding in the case was closed by the tribunal & case was reserved for award.

3. From above fact & circumstances, it shall appear that nearly more than six months time has been provided for filing the statement of claim but the same has not been filed which is indicative of the fact that applicant is not interested in filing the statement of claim. Accordingly, the tribunal is unable to pass a suitable award based on pleadings of the parties & evidence laid by them. Thus, "No claim Award" is passed in this matter.

4. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 16 मार्च, 2015

का.आ. 542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राजस्थान एटॉमिक पावर स्टेशन, कोटा के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 13/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10/03/2015 को प्राप्त हुआ था।

[सं. एल-42011/122/2013-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 16th March, 2015

S.O. 542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 13/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Rajasthan Atomic Power Station, Kota and their workmen, which was received by the Central Government on 10/03/2015.

[No.L-42011/122/2013-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY
PRESIDING OFFICER

I.D. 13/2014

Reference No. L-42011/122/2013-IR(DU) dated: 7.3.2014

General Secretary
Rajasthan Anushkati Pariyojna Karmachari
Sangh, INTUC Office, Pratap Circle,
PO-Bhabhanagar, Rawatbhata,
(Kota).

V/s

Site Executive Director
Rajasthan Atomic Power
Station Unit, R.R. Site via Kota,
Rawatbhata (Kota).

AWARD

12.2.2015

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:—

“क्या अप्रार्थी प्रबंधन द्वारा श्री चुनीलाल कार्यदक्ष बी सिविल अनुभाग को कार्यदक्ष सी के पद पर पदोन्नति लाभ से वंचित रखे जाने की कार्यवाही वैध व न्यायोचित है? यदि नहीं तो प्रार्थी कर्मचारी किस राहत का व कब से पाने का हकदार है?”

2. After receipt of reference notices were sent to both the parties & 24.6.2014 was date fixed for filing statement of claim. Notice to the applicant returned with service against applicant relating to which acknowledgement is on record. On behalf of applicant Shri Kuldeep Aswal, Advocate appeared on 24.06.2014 & alleged to file statement of claim & authority on behalf of applicant on next fixed date 8.9.2014. Learned representative on behalf of opposite party also came in appearance. On 8.9.2014 both the parties remained absent & learned advocates were on strike for indefinite period hence, case was adjourned by the Tribunal on its own motion in interest of justice & 24.11.2014 was next date fixed for filing of statement of claim. On 24.11.2014 none appeared on behalf of applicant & statement of claim was also not filed. Learned counsel for opposite party appeared. The case was again adjourned in interest of justice by Tribunal on its own motion providing opportunity to the applicant for filing statement of claim on 9.2.2015. On 9.2.2015 Presiding Officer was on leave. Both the parties remained absent. On 9.2.2015 also none appeared for applicant & statement of claim was not filed & next date 11.2.2015 was fixed for filing statement of claim. On 11.2.2015 also both the parties were absent till the closure for the day. None appeared on behalf of applicant to file statement of claim, hence, further opportunity for filing statement of claim by applicant was closed due to lack of interest from applicant side. From the above circumstance it is clear that nearly 8 month has elapsed since service against the applicant & applicant has been served in person but statement of claim has not been filed by him which is indicative of the fact that applicant is not interested & willing in filing the statement of claim. Accordingly, the Tribunal is unable to pass a suitable award in absence of the pleadings of the parties & evidence lead by them in relation to respective pleadings.

3. It is also pertinent to note that on 7.3.2014 copy of the reference was sent by Ministry to applicant with direction to file statement of claim within 15 days from the date of receipt of reference. Applicant has neither filed statement of claim on the direction of Ministry nor on receipt of notice sent by the tribunal. From the above fact & circumstances, it is evident that the applicant has shown no interest in pursuing his case further by filing statement of claim & submitting suitable evidence to pass a suitable award in respect of reference. Accordingly, "No Claim Award" is passed in relation to reference under adjudication.

4. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 16 मार्च, 2015

का.आ. 543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राजस्थान एटॉमिक पावर स्टेशन, कोटा के प्रबंधन के सबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 27/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10/03/2015 को प्राप्त हुआ था।

[सं. एल-42011/121/2013-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 16th March, 2015

S.O. 543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 27/2014) of the Central Government Industrial Tribunal-cum-Labour Court,, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Rajasthan Atomic Power Station, Kota and their workmen, which was received by the Central Government on 10/03/2015.

[No. L-42011/121/2013-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY

PRESIDING OFFICER

I.D. 27/2014

Reference No. L-42011/121/2013-IR(DU) dated: 7.3.2014

General Secretary
Rajasthan Anushkati Pariyojna Karmachari
Sangh, INTUC Office, Pratap Circle,
PO-Bhabhanagar, Rawatbhata,
(Kota).

V/s

Site Executive Director
Rajasthan Atomic Power
Station Unit, R.R. Site via Kota,
Rawatbhata (Kota).

AWARD

12.2.2015

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1& 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:—

“क्या अप्रार्थी प्रबंधन द्वारा श्री बी० आर० रावत जे० सी० ए० बी० केन्द्रीन को दिनांक 01.04.2009 से एम० ए० सी० पी० के तहत फाइनेशियल अपग्रेडेशन नहीं दिए जाने की कार्यवाही वैध व न्यायोचित है? यदि नहीं तो प्रार्थी कर्मचारी किस राहत का व कब से पाने का हकदार है?”

2. After receipt of reference notices were sent to both the parties & 24.6.2014 was date fixed for filing statement of claim. Notice to the applicant returned with service against applicant relating to which acknowledgement is on record. Applicant did not appear on 24.6.2014. Learned representative on behalf of opposite party came in appearance. Next date 8.9.2014 was fixed for filing statement of claim and case was adjourned by the Tribunal on its own motion in interest of justice. On 8.9.2014 both the parties remained absent and once again case was adjourned fixing 24.11.2014 for filing of statement of claim. On 24.11.2014 none appeared on behalf of applicant & statement of claim was also not filed. Learned counsel for opposite party appeared. The case was again adjourned in interest of justice by Tribunal on its own motion providing opportunity to the applicant for filing statement of claim on 9.2.2015. On 9.2.2015 Presiding Officer was on leave. Both the parties remained absent. On 9.2.2015 also none appeared for applicant & statement of claim was not filed & next date 11.2.2015 was fixed for filing statement of claim. On 11.2.2015 also both the parties were absent till the closure for the day. None appeared on behalf of applicant to file statement of claim, hence, further opportunity for filing statement of claim by applicant was closed due to lack of interest from applicant side. From the above circumstance it is clear that nearly 8 month has elapsed since service against the applicant & applicant has been served in person but statement of claim has not been filed by him which is indicative of the fact that applicant is not interested & willing in filing the statement of claim. Accordingly, the Tribunal is unable to pass a suitable award in absence of the pleadings of the parties & evidence lead by them in relation to respective pleadings.

3. It is also pertinent to note that on 7.3.2014 copy of the reference was sent by Ministry to applicant with direction to file statement of claim within 15 days from the date of receipt of reference. Applicant has neither filed statement of claim on the direction of Ministry nor on receipt of notice sent by the tribunal. From the above fact & circumstances, it is evident that the applicant has shown no interest in pursuing his case further by filing statement of claim & submitting suitable evidence to pass a suitable award in respect of reference. Accordingly, "No Claim Award" is passed in relation to reference under adjudication.

4. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 16 मार्च, 2015

का.आ. 544.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केन्द्रीय मृदा लवणता अनुसंधान संस्थान के प्रबंधन के संबंध में नियोजकों और उनके

कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2 चंडीगढ़ के पंचाट (संदर्भ संख्या 1027/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/03/2015 को प्राप्त हुआ था।

[सं. एल-42012/25/97-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 16th March, 2015

S.O. 544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 1027/2005) of the Central Government Industrial Tribunal cum Labour Court No. II Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Soil Salinity Research Institute and their workman, which was received by the Central Government on 16/03/2015.

[No. L-42012/25/97-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT: Sri Kewal Krishan, Presiding Officer.

Case No. I.D. No 1027/2005

Registered on 12.8.1997

Gurdial Singh, S/o Sh. Phoola Ram, Resident of Village Baldi, District Karnal.

Petitioner

Versus

1. Central Soil Salinity Research Institute, Karnal through its Director.

2. The Director, Central Soil Salinity Research Institute, Karnal

Respondents

APPEARANCES

For the workman Sh. B.B. Sharma Adv.

For the Management Sh. S.K. Gupta Adv.

AWARD

Passed on 10.2.2015

Central Government *vide* Notification No. L-42012/25/97 IR (DU) Dated 9.7.1997, by exercising its powers under Section 10 Sub Section (1) Clause (d) and Sub Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of the Management of Central Soil Salinity Research Institute, Karnal in terminating the services of Sh. Gurdial Singh SS Grade-I Beldar *w.e.f.* 9.6.1988 is just and legal? If not, to what relief is the workman entitled to?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he was appointed as S.S. Grade-I (Beldar) on daily rate basis by the management in the year 1982 and was allowed to work continuously till 5.12.1984. After giving a notional break, he was again appointed as Beldar on daily wages and allowed to work till 1988. He was called for interview on 24.6.1987 for the post of S.S. Grade-I in the pay scale of Rs. 750-940 on regular basis. He was not selected. He was again called for interview on 19.4.1988 but he was not given regular pay scale. His services were terminated *w.e.f.* 9.6.1988 without assigning any reason and without serving him any notice or payment of retrenchment compensation. That the persons junior to him were retained in service. In the circumstances, the termination of his services is illegal and he be reinstated in service.

Management filed written reply controverting the averments and denied that workman was ever appointed as Beldar at any point of time. It is further pleaded that the muster roll/acquaintance roll has been destroyed by a Committee *vide* office order dated 9.1.1991 as per rules. That the management makes appointments by following a procedure and as per rules and workman was not appointed as Beldar. It is further pleaded that after 1.4.1988 the respondent management did not employ any labour and the work was given on contract of different contractors.

Parties were given opportunities to lead their evidence.

In support of their case, the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim statement.

On the other hand the management has examined S.K. Goyal who filed his affidavit reiterating the stand of the respondent management taken in the written statement.

I have heard Sh. B.B. Bagga for the workman and Sh. S.K. Gupta for the management and also perused the written arguments submitted by them.

It was vehemently argued by the learned counsel for the workman that the witness of the management namely Sh. S.K. Goyal admits that the workman was appointed in the year 1982 and continued doing work till 1984 and again he was allowed to work till March, 1988 and in view of this admission made by the witness of the management, it is to be taken that workman actually worked with the respondent management continuously and since his services were terminated without paying him any retrenchment compensation, he is liable to be reinstated in service.

It may be added that Sh. S.K. Goyal has deposed in his affidavit in para 9 that workman was never appointed as Beldar and he did not work with the management. That a contract system was introduced in the department *w.e.f.* 1.4.1988 and specifically denied that workman was employed by the respondent management in the affidavit and his statement during cross-examination that the workman was appointed in the year 1984 and worked upto March, 1988 has no merit more particularly when there is no record of attendance available with the respondent department and it is specifically pleaded in the written statement that the record has been destroyed as per rules. It seems that Mr. S.K. Goyal has made the statement just to favour the workman and his statement cannot be relied upon. There is no other convincing evidence on the file except the bare statement of the workman that he was employed by the management which cannot be acted upon without any corroboration. Thus it is not proved on the file that he was ever employed by the respondent management.

He is also not entitled to any relief on the ground that his services were allegedly terminated in June, 1988. He raised a demand notice and the present reference was in the year 1997 *i.e.* he agitated the matter after considerable delay and did not furnish any explanation in this respect and therefore on the ground of laches, he is not entitled to any relief.

Again there is a copy of the award dated 18.5.2005 placed on the file showing that the reference regarding the termination of the services of the workman dated 9.7.1997 was received and since the workman failed to pursue the same, the same was returned to the Central Government *vide* award dated 18.5.2005. The present reference is also dated 9.7.1997. It seems that the workman got referred his dispute twice from the appropriate Government and he failed to pursue one of the reference, he cannot claim any relief in the second reference.

It is the case of the workman himself that he was engaged on daily rated basis. Thus he was a daily wager and the termination of the services of such a workman do not amount to retrenchment and in this respect reliance may be placed on Divisional Forest Officer, Rohtak *vs.* Jagat Singh and Others reported in 2010 (4) SLR 390, wherein, it was observed in para 4 of the judgment as follow:-

It may be noticed that the definition of retrenchment in Section 2 (oo) of the Act is applicable to the provisions contained in chapter VA containing Sections 25F and 25H of the Act. The termination of daily wager is not retrenchment falling within Section 2(oo) (bb) of the Act. Therefore, the workman, who is a daily wager, cannot be reinstated as it does not amount to retrenchment within the meaning of Sections 25F and 25G of the Act.

Thus, considering all the circumstances, the reference is answered against the workman and it is held that he is not entitled to any relief. Let hard and soft copy of the award be sent to the Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 16 मार्च, 2015

का.आ. 545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार अ न कपूर (जॉनिटर्स) प्राइवेट लिमिटेड एण्ड ओटर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1365/2008) प्रकाशित करती है जो केन्द्रीय सरकार को 16/03/2015 को प्राप्त हुआ था।

[सं एल-42012/101/2007-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकार

New Delhi, the 16th March, 2015

S.O. 545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 1365/2008) of the Central Government Industrial Tribunal-cum Laobur Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the A N Kapoor (Jannitors) Pvt. Ltd & Others and their workman, which was received by the Central Government on 16/03/2015.

[No. L-42012/101/2007-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT : Sri Kewal Krishan, Presiding Officer

Case No. I.D. No 1365/2008

Registered on 11.3.2008

Smt. Usha, aged 37 years wife of Sh. Sant Lal, R/o House No. 608, Sector 38A Chandigarh.

Petitioner

Versus

1. The Managing Director, M/s. A N Kapoor (Jannitors) Pvt. Ltd., B-104/8, Nirala Nagar, Lucknow (UP).
2. The Management, M/s. A N Kapoor (Jannitors) Pvt. Ltd, Room No. 38, Old Sarai, Nehru Hospital, PGIMER, Chandigarh.

3. The Director, PGIMER, Section 12, Chandigarh.

Respondents

APPEARANCES

For the workman

Sh. Anil Mehta Adv.

For the Management

Sh. Madan Mohan Adv.

AWARD

Passed on 19.2.2015

Central Government *vide* Notification No. L-42012/101/2007 IR (DU) Dated 29.2.2008, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of M/s. A N Kapoor (Jannitors) Pvt. Ltd. a contractor of the Nehru Hospital, PGIMER, Chandigarh in terminating the services of their workman Smt. Usha *w.e.f.* 17.11.2006 is legal and justified? If not, to what relief the workman is entitled to?"

In response to the notice, the workman appeared and submitted statement of claim pleading that she was appointed by respondent No. 3 on 29.3.2001 on a monthly salary of Rs. 2400/- and she did work till April 2005, when she was deployed with the contractor *i.e.* respondent No. 1 and 2. It is pleaded that workman worked with respondent No. 1 and 2 till 17.11.2006 when her services were illegally terminated. She was drawing a salary of Rs. 3022/- at that time. That no notice was served upon her nor any compensation was paid to her prior to the termination of her services and as such the termination of the services is illegal. That the persons junior to her were retained by the employer and on that count also the termination is illegal. She be reinstated in service with full back wages.

Respondent No. 1 and 2 were proceeded against ex-parte.

Respondent No.3 contested the claim and filed written statement pleading that it was given a contract to M/s. A N Kapoor for providing services for Sanitation, housekeeping etc. on 1.8.2005 and the said firm provided the services of the applicant who used to receive salary from the contractor. She was never appointed by the respondent No. 3 at any point of time and there is no relationship of employer and employee between the workman and respondent No. 3. It is specifically denied that she was employed by respondent No. 3 from March, 2001 to April, 2005. It was the contractor who terminated her services on 17.11.2006.

Parties were given opportunity to lead evidence.

Workman appeared in the witness box and filed her affidavit reiterating the stand taken by her in the statement of claim.

On the other hand respondent No. 3 has examined Sh. Arun Kumar, who filed has affidavit supporting the stand taken in the written statement.

I have heard Sh. Anil Mehta, counsel for the workman and Sh. Madan Mohan, counsel for the management.

It may be added that the reference is whether the action of the management of M/s. A N Kapoor Pvt. Ltd. in terminating the services of the workman is legal and justified. A lengthy argument was advanced to show that the workman was initially employed by respondent No. 3, but since the reference is regarding the termination of the services of the workman by respondent No. 1 and 2, the said question is not to be considered by this Court. Moreover, it is the case of the workman itself that here services were terminated by respondent No. 1 and 2 without any notice or compensation.

According to the workman, she was engaged by respondent No. 1 and 2 in April, 2005 and her services were terminated on 17.11.2006. There is an unrebutted statement of the workman in support of these assertions. This fact is also admitted by respondent No. 3 in the written statement. Respondent No. 1 and 2 did not come forward to contest the claim of the workman. Therefore it is to concluded that workman was employed by respondent No. 1 and 2 from April 2005 to 17.11.2006.

There is nothing on the file to suggest that any notice was issued to the workman prior to the termination of her services or she was paid any compensation as required under Section 25F of the Act. Thus the termination of the services of the workman by respondent No. 1 and 2 on 17.11.2006 is not legal and are unjustified.

Now the question to be seen is whether the workman is entitled to reinstatement in service. Suffice it to say that respondent No. 1 and 2 are the contractors to whom the contract was given by respondent No. 3 for providing services for sanitation, housekeeping etc. In the circumstances, the reinstatement of the workman with respondent No. 1 and 2 cannot be ordered. However she is to be paid compensation for illegal termination of her services. Ordinarily the workman is entitled to one month's pay and 15 days' average pay for every completed year of service. Considering the totality of the facts, a lump sum amount by doing the guess work is required to be paid to her as compensation. Therefore in the circumstances of the case, she is awarded Rs. 2 lac as compensation which she is entitled to recover from respondent No. 1 and 2.

In result, the reference is answered in favour of the workman holding that termination of here services by M/s. A N Kapoor Pvt. Ltd. are illegal and she is entitled to recover Rs. 2 lac by way of compensation from respondent No. 1 and 2. The said firm shall pay the compensation within two months from the date of the publication of the award failing which the workman is entitled to recover

interest at the rate of nine per cent per annum on the awarded amount from the date of the award till realization. Let hard and soft copy of the award be sent to Central Government for further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 16 मार्च, 2015

का.आ. 546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओ एन जी सी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 128/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/03/2015 को प्राप्त हुआ था।

[सं० एल-30012/140/1997-आईआर (सी-1)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 16th March, 2015

S.O. 546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 128/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. ONGC and their workmen, received by the Central Government on 16/03/2015.

[No. L-30012/140/1997-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Binay Kumar Sinha,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad, Dated 1st October, 2014

Reference: (CGITA) No.- 128/2004

Reference: (I.T.C.) No. 110/1998

The Group General Manager (Project),
ONGC Ltd.,
Chandkheda,
Ahmedabad 380001

... First Party

And

Their Workman
Sh. R.K. Parmar
Through the Union,
The Technical & Non Technical Workers Association,
A-170, Sarvottam Nagar Society,
Near New Railway Colony,
Sabarmati, Ahmedabad

... Second Party

For the 1st party: Shri K.V. Gadhia, Advocate
 For the Second Party: Ms. Santoshben N. Bhendwal,
 General Secretary, Gujarat
 Petroleum Employees Union

नई दिल्ली, 16 मार्च, 2015

AWARD

The Central Government/Ministry of Labour, New Delhi vide Order No. L-30012/140/97-IR(C-I) dated 17.11.1998 referred the dispute for adjudication with respect of the matters specified in the schedule:

SCHEDULE

"Whether the demand of the technical and non-technical Association Ahmedabad for treating the workman Shri R.K. Parmar direct workman of ONGC is justified? If yes, to what directions are necessary?"

2. Upon notice the parties to the dispute had appear and filed respective pleadings/S.c (Ext.5) by the workman on 09.12.1999 and W/s (Ext.7) by the O.N.G.C. Ltd., Ahmedabad (1st Party) on 11.10.2000. Thereafter case was pending for leading evidence by the 2nd party Union.

The 2nd party failed to lead evidence in this case. On 03.09.2014, an application with list of documents have been filed and its copy received by the lawyer of the opposite party, the concern workman Sh. R.K. Parmar has authorised the union, (the 2nd party) to represent him in this case for withdrawal of this reference case as per settlement dated 18.07.2012. The copy of settlement has also been attached. It appears that the concern workman in this case is ready to accept the memorandum of settlement dated 18.07.2012 arrived at between representative of employees contractor, representing contractor workman union and also representing principle employer ONGC Ltd. As per terms of settlement 35% of wage has been increase together, the payment of Rs. 50/- per day as per order dated 15.02.2001 of the to Dy. CLC, Mumbai with other facility like gratuity, Employees Provident Fund, Leave with wages etc., employees PF, leave with wages and other facility, the concern workman needs to avail the benefit of settlement and so consented to withdraw the prosecution of this case. The 1st party ONGC has get no objection in disposing of this reference case as per withdrawal application representing of the workman/Union.

In such view of the matter there is no need to adjudicate upon the terms of reference case. The 2nd party workman/Union does not intend to make contest in this reference case for availing the benefits of memorandum of settlement on 18.07.2012. So the withdrawal application is accepted.

In such view of the matter, this reference is dismissed. No order of any cost.

BINAY KUMAR SINHA, Presiding Officer

का.आ. 547.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1, धनबाद के पंचाट (संदर्भ संख्या 54/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/03/2015 को प्राप्त हुआ था।

[सं. एल-20012/29/2004-आईआर (सी-1)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 16th March, 2015

S.O. 547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 54/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of M/s. BCCL and their workmen, received by the Central Government on 16/03/2015.

[No. L-20012/29/2004-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, DHANBAD

In the matter of reference U/s 10(1) (d)(2A) of I.D. Act, 1947

Reference No. 54/2004

Employer in relation to the management of Khas Kusunda Colliery of M/s. BCCL

AND

Their workmen

Present : Shri R.K. Saran, Presiding Officer

Appearances:

For the Employers : Sri S.N. Ghosh, Advocate

For the workman : Sri N.M. Kumar, Advocate

State : Jharkhand

Industry—Coal

Dated 5.12.2014

AWARD

By Order No. L-20012/29/2004-IR(C-I) dated 08/16.06.2004, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

"Whether the action of the management of Khas Kusunda Colliery of M/s. BCCL in not providing employment to Smt. Kanti Devi, the dependant daughter of late Birbal Bhuia as per the provisions of NCWA is justified? If not, to what relief is the said dependant of late Birbal Bhuia entitled?"

2. This case is received from the Ministry on 28/06/2004. During the pendency of the case. The representative of workman submits that workman is not interested to contest the case. The management agreed it is felt that the dispute between parties is resolved. Hence "No dispute" award is passed. communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 मार्च, 2015

का.आ. 548.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हेवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 60/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/03/2015 को प्राप्त हुआ था।

[सं० एल-42012/128/2012-आई आर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 17th March, 2015

S.O. 548.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (I.D. No. 60/2014) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bharat Heavy Electricals Ltd. and their workmen, which was received by the Central Government on 17/03/2015.

[No. L-42012/128/2012-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 27th February, 2015

Present : K.P. PRASANNA KUMARI,
Presiding Officer

Industrial Dispute No. 60/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section

10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Heavy Electricals Ltd. and their workman)

BETWEEN

Sri S. Duraisamy and 14 Others : 1st Party/Petitioners

AND

The Executive Director : 2nd Party/Respondent
M/s Bharat Heavy Electricals Ltd.
Trichirappalli-620014

Appearance:

For the 1st party/Petitioners : M/s R. Thangasamy,
Advocate

For the 2nd Party/Respondent : Sri A.V. Arun, R.
Vinothkumar,
Advocate

AWARD

The Central Government/Ministry of Labour & Employment vide its Order No. L-42012/128/2012-IR(DU) dated 07.01.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the demand for employment to the workman S/Sri S. Duraisamy and 14 others is legal and justified? If so, to what relief the concerned workman are entitled?"

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 60/2014 and issued notice to both sides. Both sides entered appearance through their Counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioners are Sons of workmen who had worked in the Respondent establishment as permanent employees. These employees died while they were in service. The petitioners were provided employment by the Respondent on compassionate grounds when they approached the Respondent after death of their respective fathers. The petitioners rendered efficient and loyal service to the Respondent. Most of them were working with the Respondent during the period from 1988 to 1993, the details of which are shown in the Claim Statement. To avoid the claim of permanency by the petitioners the Respondent created occasional breaks in their service. Later the Respondent refused to provide employment to the petitioners and relieved them from their duties with effect from their last day of their service. Some other workers who were turned out from service in such manner had raised industrial dispute and the Labour Court, Trichy had directed the Management to reinstate them in service. This order

was confirmed by the High Court as well as by the Supreme Court. Whenever the petitioners requested the Management for reinstatement, they were assured of reinstatement after final verdict in the case before the Labour Court, Trichy. But the Respondent has not reinstated the petitioners even after the order by the Trichy Labour Court was confirmed by the higher courts. An order may be passed directing the Respondent to reinstate the petitioners in service with back wages and continuity of service.

4. The Respondent has filed Counter Statement contending as follows:

The petition is barred by limitation as it is beyond the period specified under Section-2(a)(3) of the Industrial Disputes Act. It is admitted that petitioner's fathers served in the Respondent establishment and died while they were in service. However, the cause of their death was natural and not due to any accident arising out of and in the course of employment. Appointment on compassionate grounds is considered in the Respondent establishment only in the event of the employee dying due to accident during the course of and arising out of employment. The petitioners are not entitled for employment in the Respondent establishment on compassionate ground. The petitioners were engaged only on daily wages in the category of unskilled workers as casual labourers during some period till 1993. Their engagement was purely on temporary basis. The contract of employment was for a specific period and on expiry of the period the engagement automatically came to an end. It is not admitted that the petitioners worked in the Respondent establishment for the number of days stated in the petition. None of the petitioners worked for more than 240 days in the year prior to the date of the alleged termination. So the provision of Section-25(F) of 25(N) are not attracted in the case. The allegation that the Respondent created artificial breaks in the petitioners' service with the *mala-fide* intention to avoid their claim for permanency is not correct. The Respondent being a Government of India Undertaking, the appointment to any post in the establishment is subject to the recruitment policy and guidelines of Government of India. The petitioners were not at all terminated from service. It was only a case of non-renewal of contract of employment. The petitioners used to be engaged only when work was available and that also for a specified period. Disengagement of the petitioners will not amount to termination. In any case the petitioners have been sleeping over the matter for around 20 years. For this reason itself they are not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext. W1 to Ext. W202 and Ext. M1 to Ext. M5.

6. The points for consideration are:

- (i) Whether the demand of the petitioners for reinstatement in the service of the Respondent is legal and justified?

- (ii) To what relief the petitioners are entitled?

The Points

7. All the petitioners are children of persons who were permanent workers of the Respondent establishment and died while they were in service. According to the petitioners, on death of their respective fathers who were permanent workmen of the Respondent establishment, they have approached the Respondent and were provided with work on compassionate basis. The petitioners are said to have been taken as workers by the Respondent either in 1988, 1989 or 1990, but all turned out of work at the end of March 1993. It is stated by the petitioners that after their termination from service, they have been requesting the Respondent to reinstate them in service but were made to wait with the assurance that their case will be considered after a dispute raised by some other workmen came to an end. According to the petitioners even after the dispute raised by other workmen before the Trichy Labour Court were ordered in their favour and were confirmed by the High Court and Supreme Court, their plea for reinstatement was not favourably considered by the Respondent.

8. It is the case of the Respondent that the petitioners were not given employment on compassionate grounds at all. It is admitted by the Respondent that all the petitioners are children of workmen of the Respondent establishment who died while they were still in service. However, according to the Respondent all of them had natural death and not on account of any accident in the course of their employment. It is admitted by the Third Petitioner examined as WW1 that all those workmen had a natural death though they died while in service. The case of the Respondent is that only the children of those employees who died in accident during the course of employment are entitled to employment on compassionate grounds as per the recruitment policy of the Respondent. In fact there is no case for any of the petitioners that they were permanently employed. They were being engaged on daily wage basis by the Respondent, probably considering the fact that they are children of workmen who died while in service.

9. The case of the petitioner is to be rejected on account of the huge delay in raising the dispute itself. As seen from the Claim Statement itself, all the petitioners were terminated from service in March 1993. The dispute was raised by them before the Labour Commissioner only in 2012. That means it was almost after 20 years the petitioners have thought of raising a dispute challenging their alleged termination.

10. True, no limitation is prescribed in the Industrial Disputes Act for raising the dispute. Sub-Clause (2) & (3) was incorporated to Section-2(A) of the ID Act only in 2010 enabling the aggrieved workmen to approach the Industrial Tribunal directly after expiry of 45 days of the application before the conciliation officer and within 3 years

from the date of discharge, dismissal or retrenchment. However, this limitation prescribed is only for directly approaching the Tribunal and not in raising the dispute before the Conciliation Officer. However, in spite of the absence of any such provision for limitation delay in raising the dispute is a matter that is to be taken into account. This is the dictum laid down by the Apex Court and reiterated repeatedly. The petitioners have not stated what is the reason for the delay in raising the dispute. There is a vague reference in the Claim Statement to the assurance made by the Respondent regarding consideration of their demand after disposal of a similar matter pending. But the petitioners have not produced a scrap of paper to show that they have made any representation to the Respondent seeking to take them back in service. What were the petitioners doing for the 20 years during which they remained silent? There is no clue at all regarding this. The Third Petitioner who is the only one examined on the side of the petitioners have not stated anything about the delay in raising the dispute. It could not be that they were sitting idle for all these 20 years. By the time they approached the Conciliation Officer the issue has already become stale. It was something forgotten, buried to the past. There was no justification at all for the petitioners for coming forward with such a dispute after all these years. Silence for so many years is to be interpreted as acceptance of their termination without any challenge. The petitioners probably thought of raising the dispute after some workmen were reinstated in service on the intervention of the labour Court, Trichy. If not for this, the petitioners would not have thought of a reinstatement even in 2012. I find that on account of delay itself the petitioners are not entitled to any relief.

11. Even otherwise the claim of the petitioners for reinstatement in the service of the Respondent has no legal justification. They petitioners have given a table in the Claim Statement showing the days for which they have worked with the Respondent. As seen from the Claim Statement, the First Petitioner has worked for 674 days, the Second Petitioner for 894 days, the third Petitioner for 982 days, the Fourth Petitioner for 805 days, the Fifth Petitioner for 578 days, the Sixth Petitioner for 388 days, the Seventh Petitioner for 533 days, the Eighth Petitioner for 85 days, the Ninth Petitioner for 53 days, the Tenth Petitioner for 664 days, the Eleventh Petitioner for 846 days and Twelfth Petitioner for 346 days. As could be seen the period during which each of them have worked this much days is from 1988 to 1993. None of them have worked for more than 240 days within any particular 12 months even as per the Claim Statement. The petitioners have produced their appointment letters and relieving orders. As could be seen from these documents each time they were appointed for a specified period and were relieved after expiry of the said period. They were appointed again after some days or after some months as the occasion necessitated and were relieved again. Their employment was never continuous even as seen from the documents.

12. The counsel for the Respondent has referred to Section-25F of the ID Act and pointed out that the Section is applicable only to persons who were in continuous service for not less than one year. As per Section-25(B)(i) of ID Act if a person is to be said to be in continuous service for a period he should be in uninterrupted service for that period. If he is not in continuous service as per Sub-Clause (i) of Section-25(b) of the Act, as per Sec. 25 (B)(2), he will be deemed to be in continuous service for a period of one year if he was during a period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than 190 days in the case of workman employed below ground in a mine and 240 days in any other case. So if the petitioners are to be treated to have been in continuous service for a period of one year they should have actually worked for 240 days prior to the date of their termination. Even as per the Claim Statement none of the petitioners have worked for 240 days during the 12 calendar months preceding the date of their termination with reference to which the calculation is to be made. As per their claim statement itself the First Petitioner has worked for 102 days, the Second Petitioner for 105 days, the Third Petitioner for 97 days, the Fourth Petitioner for 98 days, the Fifth Petitioner for 90 days, the Sixth Petitioner for 109 days, the Seventh Petitioner for 88 days, the Eighth Petitioner for 85 days, the Ninth Petitioner for 53 days, the Tenth Petitioner for 90 days, the Eleventh Petitioner for 192 days and the Twelfth Petitioner for 92 only during the 12 calendar months preceding their termination. The Apex Court has held in the decision HARYANA STATE COOPERATIVE SUPPLY MARKETING FEDERATION LTD. VS. SANJAY reported in 2009 14 SCC 43 that for the applicability of Section-25F the workman has to show that he has been in continuous service for not less than one year under an employer. So legally also the petitioners are not entitled to any relief.

13. In view of my discussion above, the reference is answered against the petitioners. An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1,
Sri R. Adaikaladhas

For the 2nd Party/Management : MW1,
Smt. Krishnaveni
Sekar

Documents Marked:

For 1st Petitioner's

Ex.No.	Date	Description
Ex.W1	25.02.1987	Call Letter
Ex.W2	02.04.1988	Appointed as Casual Employee
Ex.W3	23.07.1988	Relieving Order

Ex.W4	22.12.1988	Reposted as Casual Employee	Ex.W50	31.12.1990	Posting Order
Ex.W5	30.03.1989	Relief Order	Ex.W51	30.03.1991	Relieving Order
Ex.W6	30.03.1989	Experience Certificate	Ex.W52	11.04.1991	Certificate For Excellence
Ex.W7	24.08.1989	Reposting Order	Ex.W53	23.04.1991	Temporary Appointment Order
Ex.W8	30.03.1990	Relieving Order	Ex.W54	27.04.1991	Posting Orders
Ex.W9	03.04.1990	Posted as Casual Leave to SSTP	Ex.W55	29.06.1991	Relieving Orders
Ex.W10	24.07.1990	Posting Order as Casual Employee	Ex.W56	08.07.1991	Experience Certificate
Ex.W11	30.07.1990	Posting Order in the SSTP Department	Ex.W57	09.01.1992	Temporary Appointment Order
Ex.W12	03.09.1990	Experience Certificate	Ex.W58	14.01.1992	Posting Order
Ex.W13	21.04.1990	Relief Order	Ex.W59	06.04.1992	Relieving Order
Ex.W14	22.04.1991	Casual Employee Appointment	Ex.W60	17.08.1992	Posting Order
Ex.W15	27.06.1991	Appointed As Casual Employee	Ex.W61	24.08.1992	Relieving Order
Ex.W16	22.07.1991	Appointed as Casual Employee	Ex.W62	24.08.1992	Experience Certificate
Ex.W17	01.08.1991	Duty reporting statement	Ex.W63	01.01.1993	Posting Orders
Ex.W18	31.03.1992	Relieving order	Ex.W64	31.03.1993	Relieving Orders
Ex.W19	17.08.1992	Posting as Casual Employee	For the 3rd Petitioner		
Ex.W20	24.08.1992	Relieving Order	Ex.W65	01.02.1988	Posting Orders as Casual Employee
Ex.W21	21.12.1992	Temporary Appointment Order	Ex.W66	29.03.1988	Relieving Order
Ex.W22	28.12.1992	Posting Orders	Ex.W67	02.04.1988	Posting Order
Ex.W23	31.03.1993	Relieving Orders	Ex.W68	22.07.1988	Relieving Order
For the 2nd Petitioner			Ex.W69	29.10.1988	Allotted Canteen Works
Ex.W24	01.02.1988	Appointed as casual employee	Ex.W70	31.12.1988	Posting Orders
Ex.W25	02.02.1988	Joining report	Ex.W71	28.03.1989	Relieving Orders
Ex.W26	29.03.1988	Relieving orders	Ex.W72	30.03.1989	Experience Certificate
Ex.W27	02.04.1988	Appointment Orders	Ex.W73	31.03.1990	Relieving Orders
Ex.W28	06.04.1988	Joining report	Ex.W74	03.04.1990	Posting orders
Ex.W29	22.07.1988	Relieving Order	Ex.W75	24.07.1990	Relieving Orders
Ex.W30	27.12.1988	Appointment on temporary basis	Ex.W76	06.08.1990	Posting Orders
Ex.W31	31.12.1988	Posting Orders	Ex.W77	10.09.1990	Relieving Orders
Ex.W32	30.03.1989	Experience Certificate	Ex.W78	10.09.1990	Experience Certificate
Ex.W33	20.02.1989	Appreciation Order issued of the Respondent	Ex.W79	03.01.1991	Posting Orders
Ex.W34	28.03.1989	Relieving Order	Ex.W80	30.03.1991	Relieving Orders
Ex.W35	08.09.1989	Telegram informing for the selection	Ex.W81	21.04.1991	Relieving Orders
Ex.W36	22.11.1989	Vocational Clerical Training Order	Ex.W82	22.04.1991	Posting Orders
Ex.W37	09.09.1989	Posting Orders	Ex.W83	27.06.1991	Relieving Orders
Ex.W38	31.03.1989	Relieving Orders	Ex.W84	08.07.1991	Experience Certificate
Ex.W39	03.04.1990	Posting Orders	Ex.W85	14.01.1992	Posting Orders
Ex.W40	09.04.1990	Sent for Medical Test	Ex.W86	06.04.1992	Relieving Orders
Ex.W41	12.04.1990	Order sending for Medical Test	Ex.W87	01.01.1983	Posting Orders
Ex.W42	17.04.1990	Relieving Order	Ex.W88	31.03.1993	Relieving Orders
Ex.W43	25.04.1990	Temporary Appointment Order	Ex.W89	01.02.1988	Appointed as Casual Employee
Ex.W44	02.05.1990	Posting Order	Ex.W90	20.07.1988	Relieving Orders
Ex.W45	28.07.1990	Relieving Order	Ex.W91	31.12.1988	Posting Orders
Ex.W46	01.08.1990	Posting Order	Ex.W92	28.03.1989	Relieving Orders
Ex.W47	10.09.1990	Experience Certificate furnished by the Respondent	Ex.W93	09.09.1989	Posting Orders
Ex.W48	10.09.1990	Relieving Order	Ex.W94	26.02.1990	Service extended order
Ex.W49	28.12.1990	Temporary Appointment Order	Ex.W95	31.03.1990	Relieving Orders
			Ex.W96	03.04.1990	Posting Orders
			Ex.W97	24.07.1990	Relieving Orders
			Ex.W98	30.07.1990	Posting Orders

Ex.W99	30.08.1990	Steel Tub Plant—Pass
Ex.W100	01.01.1991	Posting Order
Ex.W101	01.03.1991	Extension of Service Order
Ex.W102	22.04.1991	Posting Order
Ex.W103	07.05.1991	Conduct Certificate
Ex.W104	08.07.1991	Experience Certificate
Ex.W105	14.01.1992	Posting Orders
Ex.W106	06.04.1992	Relieving Orders
Ex.W107	01.01.1993	Posting Orders
Ex.W108	31.03.1993	Relieving Orders

For the 5th Petitioner

Ex.W109	04.01.1990	Posting Orders
Ex.W110	09.04.1990	Order to undergo medical Examination
Ex.W111	13.04.1990	Medical Test—calling letter
Ex.W112	10.09.1990	Experience Certificate
Ex.W113	01.01.1991	Postings Orders
Ex.W114	07.06.1991	NMR Wages Billing
Ex.W115	09.01.1992	Temporary Appointment Order
Ex.W116	01.01.1993	Telegram for reporting duty
Ex.W117	31.03.1993	Relieving Order

For the 6th Petitioner

Ex.W118	06.08.1990	Posting Order as Casual Employee
Ex.W119	10.09.1990	Relieving Orders
Ex.W120	10.09.1990	Experience Certificate
Ex.W121	02.01.1991	Posting Orders
Ex.W122	13.04.1991	Relieving Orders
Ex.W123	24.04.1991	Joining Report
Ex.W124	29.06.1991	Relieving Orders
Ex.W125	29.06.1991	Experience Certificate
Ex.W126	29.01.1992	Joining Report
Ex.W127	30.01.1992	ESI Benefit coverage order
Ex.W128	06.04.1992	Relieving Order
Ex.W129	-	Time Card for 1/92 and 2/92
Ex.W130	-	Time Card for 3/92
Ex.W131	17.08.1992	Posting Orders
Ex.W132	24.08.1992	Relieving Orders
Ex.W133	24.08.1992	Experience Certificate
Ex.W134	28.12.1992	Posting Orders
Ex.W135	31.03.1993	Relieving Orders
Ex.W136	07.04.1993	Experience Certificate

For the 7th Petitioner

Ex.W137	28.03.1989	Relieving Order
Ex.W138	30.03.1989	Experience Certificate
Ex.W139	31.03.1990	Relieving Orders
Ex.W140	03.04.1990	Relieving Orders
Ex.W141	17.04.1990	Relieving Orders
Ex.W142	02.05.1990	Posting Orders
Ex.W143	29.06.1991	Relieving Orders

Ex.W144	28.07.1990	Relieving Orders
Ex.W145	09.08.1990	Posting Orders
Ex.W146	29.08.1990	Relieving Orders
Ex.W147	29.06.1991	Relieving Orders
Ex.W148	08.07.1991	Experience Certificate
Ex.W149	06.04.1992	Relieving Orders

For the 8th Petitioner

Ex.W150	20.01.1993	Posting Orders
Ex.W151	30.03.1993	Relieving Orders

For the 9th Petitioner

Ex.W152	28.01.1993	Temporary Appointment Order
Ex.W153	06.02.1993	Posting Orders
Ex.W154	31.03.1993	Relieving Orders

For the 10th Petitioner

Ex.W155	09.02.1988	Posting Orders
Ex.W156	02.04.1988	Relieving Orders
Ex.W157	22.07.1988	Relieving Orders
Ex.W158	25.02.1989	Service Extension Orders
Ex.W159	04.01.1990	Posting Orders
Ex.W160	26.02.1990	Service Extension Orders
Ex.W161	24.07.1990	Posting Orders
Ex.W162	10.09.1990	Relieving Orders
Ex.W163	30.03.1992	Relieving Orders
Ex.W164	01.04.1992	Posting Orders
Ex.W165	31.03.1993	Relieving Orders

For the 11th Petitioner

Ex.W166	23.01.1988	Posting Orders
Ex.W167	30.03.1988	Relieving Orders
Ex.W168	02.04.1988	Posting Orders
Ex.W169	22.07.1988	Posting Orders
Ex.W170	02.01.1989	Posting Orders
Ex.W171	31.03.1989	Relieving Orders
Ex.W172	23.05.1989	Experience Certificate
Ex.W173	24.08.1989	Posting Orders
Ex.W174	31.08.1989	Reporting Orders
Ex.W175	02.04.1990	Relieving Orders
Ex.W176	03.04.1990	Posting Orders
Ex.W177	28.07.1990	Relieving Orders
Ex.W178	30.07.1990	Posting Orders
Ex.W179	30.07.1990	Expenditure Certificate
Ex.W180	03.09.1990	Relieving Orders
Ex.W181	01.01.1991	Posting Orders
Ex.W182	13.04.1991	Posting Orders
Ex.W183	22.04.1991	Posting Orders
Ex.W184	24.04.1991	Joining Duty Report
Ex.W185	29.06.1991	Posting Orders
Ex.W186	29.06.1991	Experience Certificate
Ex.W187	04.02.1992	Posting Orders

Ex.W188	12.02.1992	Joining report
Ex.W189	01.04.1992	Temporary Appointment Order
Ex.W190	04.03.1992	ESI Coverage order
Ex.W191	31.03.1992	Relieving Order
Ex.W192	01.04.1992	Posting Order
Ex.W193	30.06.1992	Relieving Order
Ex.W194	17.08.1992	Posting Order
Ex.W195	24.08.1992	Experience Certificate
Ex.W196	24.08.1992	Relieving Order
Ex.W197	21.12.1992	Temporary Appointment Order
Ex.W198	28.12.1992	Posting Order
Ex.W199	28.01.1993	Relieving Order

For the 12th Petitioner

Ex.W200	31.03.1990	Relieving Order
Ex.W201	03.04.1990	Posting Order
Ex.W202	01.04.1992	Posting Order

On the Management's side

Ex.No.	Date	Description
Ex.M1	10.08.2011	Representations of the petitioners
Ex.M2	14.08.2007	Recruitment Policy of Respondent
Ex.M3	23.12.2011	Petition submitted by Petitioners before ALC (Central)
Ex.M4	28.05.2012	Counter filed by Respondent before ALC (Central)
Ex.M5	23.07.2012	Failure report of ALC (Central)

नई दिल्ली, 17 मार्च, 2015

का.आ. 549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चिकित्सा विज्ञान रासायनिक अनुसंधान निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 13/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17/03/2015 को प्राप्त हुआ था।

[सं एल-42012/93/2012-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 17th March, 2015

S.O. 549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. Ref. No. 13/2012) of the Central Government Industrial Tribunal-Cum-Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the M/s Therapeutics Chemical Research Corporation and their workman, which was received by the Central Government on 17/03/2015.

[No. L-42012/93/2012-IR(DU)]
P. K. VENUGOPAL, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT KOLKATA****Reference No. 13 of 2012**

Parties : Employers in relation to the management of
M/s. Therapeutics Chemical Research
Corporation

AND

Their workmen,

Present ; Justice Dipak Saha Ray,
Presiding Officer

Appearance:

On behalf of the : Mr. S.K. Karmakar, Ld. Counsel.
Management

On behalf of the : Mr. A. Mukherjee, Ld. Counsel.
Workmen

State : West bengal.

Industry : Chemicals

Dated: 23rd February, 2015.

AWARD

By Order No. L-42012/93/2012-IR(DU) dated 13.08.2012 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the M/s Therapeutics Chemical Research Corporation, Durgachak Colony Market, Haldia is justified for terminating the services of Shri Bhupal Mukherjee is legal and justified? If not, what relief the workman is entitled to?"

2. When the case is taken up for hearing today, Ld. Counsels appearing for both the parties submit that the matter has been settled amicably between the parties and they have filed a joint petition of compromise enclosing therewith a memorandum of settlement signed by the parties concerned. They accordingly pray for an award in terms of the said settlement.

3. On careful consideration of the said joint petition of compromise and the memorandum of settlement it appears that the terms and conditions of the memorandum of settlement are fair, reasonable and the same is made for the interest of the parties.

4. I accept the said memorandum of settlement and pass an Award in terms of the said memorandum of settlement which do from part of this Award as Annexure-A.

Justice DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,
The 23rd February, 2015.

ANNEXURE-A**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, KOLKATA, WEST BENGAL****Ref No. 13 of 2012****AND**In the matter of,
An Industrial Dispute**BETWEEN**The Management of
THE RAPEUTICS CHEMICAL
RESEARCH CORPORATION**AND**Their workman
Sri Bhupal MukherjeeThe humble Joint Petition on behalf of
both parties above named**MOST RESPECTFULLY SHEWETH**

1. That the above matter is pending before Your Honour.
2. That during the pendency of the cases filed by Sri Bhupal Mukherjee before this Hon'ble Tribunal, the parties to the case have started bi-partite discussion to settle the cases amicably outside the Tribunal.
3. That after protected discussion in an atmosphere of cordiality a memorandum of settlement has been arrived at between the parties on 12th January, 2015 and the terms and conditions have been incorporated therein. In terms of the said settlement the present case has been settled fully and finally settled.

A xerox copy of the said memorandum of settlement is annexed hereto and marked as Annexure-'A'.

4. That the petition is made bonafide and for ends of justice.

In the circumstances it is therefore humbly prayed that the Hon'ble Tribunal may be graciously pleased to pass an award in terms of the said settlement disposing the present reference and/or pass any other order or orders as Your Lordship may deem fit and proper.

And for this act of kindness your petitioner as in duty bound shall ever pray.

For the Company

Workman

नई दिल्ली, 17 मार्च, 2015

का.आ. 550.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रगतिशील निर्माणों लिमिटेड गिरीडीही के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों

के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 2 धनबाद के पंचाट (संदर्भ संख्या 106/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/03/2015 को प्राप्त हुआ था।

[सं. एल-42011/40/2011-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 17th March, 2015

S.O. 550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. Ref. No. 106/2013) of the Central Government Industrial Tribunal-Cum-Labour Court No. II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Progressive Construction Ltd., Giridihi and their workmen, which was received by the Central Government on 17/03/2015.

[No. L-42011/40/2011-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD.****PRESENT**Shri Kishori Ram
Presiding Officer.In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act., 1947**REFERENCE NO. 106 OF 2013.**

PARTIES : Sri Arya Kumar Srivastava
Gandhi Road, Mahabir Asthan, Dhanbad
Vs. The. Project Director,
Progressive Constructions Ltd., At &
PO: Hesla, PS. Bagodar, Giridihi.
Ministry's Order No. L-42011/40/2011-
IR(DU) dt. 01.04.2013

APPEARANCES:

On behalf of the workman/Union : None

On behalf of the Management : None

State : JHARKHAND

Industry : Transportation

Dated, Dhanbad, the 25th Feb., 2015,

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-42011/40/2011-IR(DU) dt. 01.04.2013.

SCHEDULE

"Whether the action of the management of Progressive Construction Ltd., in stopping the work and non-payment of admissible dues to Shri Arya Kumar Srivastava, Liaison Officer *w.e.f.* 20.06.2009 is fair and justified? What relief the concerned workman is entitled?"

2. Neither the workman Arya Kumar Srivastava nor any his representative appeared nor any written statement along with his documents filed on his behalf despite last chance. likewise none appeared for the Project Director, the progressive Construction Ltd., Bagodhar, Giridihi.

On perusal of the case record, it appears the case has been all along pending for filing the W.S. with the documents of the workman, for which three Regd. Notices dt. 29.05.2013, 26.0.2014 and 10.11.2014 were issued to both the parties on their addresses noted in the reference itself for it, yet despite the best efforts of the Tribunal, none of the parties could appear except the workman who appeared only two times on 17.04.2014 and 16.06.2014, yet he could not file any written statement with his documents. Under these circumstances, it stands undoubtedly quite clear as apparent from the conducts of the workman that he is no longer interested/willing to pursue the case for its finality. So it seems No industrial Dispute exists. In result, the case is closed as such; accordingly 'No Dispute Award' is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 18 मार्च, 2015

का.आ. 551.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 55/03) को प्रकाशित करती है जो केन्द्रीय सरकार को 9/3/2015 को प्राप्त हुआ था।

[सं एल-29012/85/2002-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th March, 2015

S.O. 551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 55/03) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bhilai Steel Plant and their workman, which was received by the Central Government on 9/3/2015.

[No. L-29012/85/2002-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/55/03

Shri Bhagiram S/o Shri Dirop Singh,
Patel Colony,
Behind State Bank,
PO Dallirajhara, Durg (CG)

Workman

Versus

General Manager (Mines),
Bhilai Steel Plant,
Bhilai, CG

Management

AWARD

Passed on this 18th day of February 2015

1. As per letter dated 17-3-03 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-29012/85/2002-IR(M). The dispute under reference relates to:

"Whether the action of the management of Bhilai Steel Plant in terminating the services of Shri Bhagiram is legal and justified? If not, to what relief the workman is entitled for?"

2. After receiving reference, notices were issued to the parties. Statement of claim is submitted at Page 3/1 to 3/4. Case of workman is that he was working with IInd party from 1987. He was working with devotion. His services were terminated from 8-4-2000. Workman was suspended *vide* order dated 6-11-99. Chargesheet was issued to him on 13-11-99. That enquiry was not properly conducted. He was not given opportunity for defence. He is illiterate person. His signatures were obtained by the officer on several documents. Co-worker was not allowed for his defence. He was not given opportunity for adducing evidence. Workman had not caused any damage to the property. After dismissal from service, workman is rendered unemployed. On such ground, workman is praying for his reinstatement with back wages.
3. IInd party submitted Written Statement at Page 10/1 to 10/7. IInd party submits that chargesheet was issued to workman under clause 29.1, 29.2 of standing orders. Workman was given opportunity for his defence. It is denied that workman was not given opportunity to cross-examine witness or lead his evidence or to engage co-worker. It is submitted that workman had admitted charges against him as per letter dated 21-2-2000 and at other stages. Even after issuing showcause notice to workman, he admitted

charges of unauthorised absence. He refused to engage co-worker as he admitted charges against him. On such ground, IInd party submits that workman is not entitled to any relief. Punishment of dismissal is proper and legal.

4. Evidence of parties was recorded by my predecessor and as per order dated 23-2-2012 held enquiry proper.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|---------------------|
| (i) Whether the misconduct alleged against workman proved from evidence in Enquiry proceedings? | In Affirmative |
| (ii) Whether the punishment of dismissal imposed against workman is proper and legal? | In Negative |
| (iii) If not, what relief the workman is entitled to?" | As per final order. |

REASONS

6. Enquiry is found proper and legal. Thereafter no evidence is adduced by both parties. Documents are produced at Exhibit W-1 to W-4. Charge against workman was (i) willful disobedience of lawful and reasonable order of superior, (ii) leaving work place without permission and (iii) dishonestly in connection with company property. Exhibit W-2 is order of his suspension. W-3 shows that on 5-11-99, workman was allotted tipper No. MKT 741. He failed to report to quarry with said tipper for transportation of Ore/Waste. He was not traceable in Ist shift. Around 1.15 PM, he brought said tipper to garage. The tipper was driven by outsider was parked in garage. Exhibit W-4 workman has admitted charge against him. In view of admission of charge, I record my finding in Point No. 1 in Affirmative.

7. Point No. 2 — the charge workman was not reporting with Tipper No. MKT 741 in Ist shift on 1-11-99 at 1.15 PM, workman had brought said Tipper to Garage. The Tipper was driven by outsider and was not handed over to garage supervisor. The pleading of workman that he was in service of IInd party from 1987 till dismissal of his service in 2000. For the alleged misconduct, not reporting to Mine with Tipper in Ist shift, the punishment of dismissal appears excessive and not justified. Considering the nature of proved charge, punishment of dismissal would be justified. When past service of the workman is not shown bad, the punishment of compulsory retirement would be appropriate. Accordingly I record my finding in Point No. 2.

8. In the result, award is passed as under:—

- (1) The action of the management of Bhilai Steel Plant in terminating the services of Shri Bhagiram is not legal and proper.
- (2) Punishment of dismissal is modified to compulsory retirement of Ist party workman. IInd party is directed to give retirement benefit to Ist party workman.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2015

का.आ. 552.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स जायसवाल नेको इंडस्ट्रीज लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 41/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 09/03/2015 को प्राप्त हुआ था।

[सं एल-43012/4/2011-आईआर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th March, 2015

S.O. 552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 41/2012) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Jayasawal NECO Industries Limited and their workman, which was received by the Central Government on 9/3/2015.

[No.L-43012/4/2011-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/41/2012

Shri Irfan Sariff,
C-2, Jivan Vihar Colony,
VIP Chowk, Telebandha,
Raipur (CG)

...Workman

Versus

Director,
M/S Jayaswal Neco Industries Ltd.
Steel Plant Division,
Siltara Growth Centre,
Siltara, Distt. Raipur (CG)

...Management

AWARD

Passed on this 18th day of February, 2015

1. As per letter dated 27-2-2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-43012/4/2011-IR(M). The dispute under reference relates to:

"Whether the action of the management of M/s Jayaswal Neco Ltd. (Steel Plant Division) Siltara Growth Centre, Raipur in retrenching/terminating the services of Shri Irfan Sariff, Ex-Assistant (F&A) Mines, without observing the provisions of Section 25-F of ID act is legal and justified? What relief the workman is entitled to and from which date?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 1 to 3. Case of Ist party is that he was issued appointment order dated 5-12-05. He was appointed as Assistant in F&A Mines on 1-5-05. He was working with IInd party on daily wages from November, 2004 prior to the appointment order was issued. He was paid salary under vouchers. That he completed probation period and was confirmed service from 1-6-06, the order issued on 14-12-06. That he was continuously working with IInd party. He acquired status of permanent employee. He is covered as workman under ID Act. He was performing his duties sincerely and honestly. That workman was transferred on 22-5-08 to F&A Coal Mines. He joined his duty on 1-10-08. He was further transferred to Coal Mine Division *via* order dated 19-9-08. His repeated request for transfer to Raipur were not considered. Workman submits that he could not attend the duty at place of transfer as he was getting nominal salary of Rs. 9105/-. He has taken rented home at Raipur. Mr. Shaji Thomas Dy. General Manager has advised him to submit undertaking not to remain absent then his request will be considered. If he again remained absent, the same will be treated as his resignation. Despite of his written undertaking, workman was not transferred. His services are terminated illegally. It amounts to illegal retrenchment. He was not paid retrenchment compensation before termination of his service after his undertaking dated 16-2-09. On such grounds, workman prays for his reinstatement with back wages.
3. IInd party after notice appeared through Advocate Jaipal Singh but no Written Statement is filed.
4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | | |
|------|--|---------------------|
| (i) | Whether the action of the management of M/s Jayaswal Neco Ltd. (Steel Plant Division) Siltara Growth Centre, Raipur in retrenching/terminating the services of Shri Irfan Sariff, Ex-Assistant (F&A) Mines is legal and justified? | In Negative |
| (ii) | If not, what relief the workman is entitled to?" | As per final order. |

REASONS

5. The workman filed affidavit of his evidence supporting his contentions in statement of claim that he was appointed by IInd party from 1-12-05. Prior to it, he was working on daily wages from November, 2004. His services are terminated without issuing notice. He was transferred to Coal Mines Raipur as per order dated 22-5-08. *Vide* order dated 19-9-08, he was transferred to Raigarh region. He requested management for transfer to Raipur. He was suffering from sciatica. He had not attended duties at place of transfer in Raigarh Division. That place is 240 kms distance from Raipur and coal mines are located at 60 kms from the office. The evidence of workman remains unchallenged. That undertaking was obtained from him that if he remains absent, it would be treated as his resignation. Unchallenged evidence of workman cannot be disbelieved. Workman has not produced documents Exhibit W-1, W-2, W-3 in support of his evidence. As evidence of workman shows that he was regular employee of IInd party, his services are terminated without notice, retrenchment compensation not paid to him, the termination of service of workman is illegal for violation of Section 25-F of ID Act. For above reasons, I record my finding in Point No. 1 in Negative.
6. In the result, award is passed as Under:—
 - (1) The action of the management of M/s Jayaswal Neco Ltd. (Steel Plant Division) Siltara Growth Centre, Raipur in retrenching/terminating the services of Shri Irfan Sariff, Ex-Assistant (F&A) Mines is illegal.
 - (2) IInd party is directed to reinstate workman with full back wages.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2015

का.आ. 553.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स अलाइड क्वालिटी कंट्रोलर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या

118/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09/03/2015 को प्राप्त हुआ था।

[सं० एल-29012/50/2000-आईआर(एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 18th March, 2015

S.O. 553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 118/2000) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Allied Quality Controllers and their workman, which was received by the Central Government on 9/3/2015.

[No. L-29012/50/2000-IR(M)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/118/00

Shri Pathiram,
Ward No. 14, Tirodi,
PO Tirodi, Distt. Balaghat (MP) ...Workman

Versus

M/s. Allied Quality Controllers,
Contractors of Thirodi Mine of MOIL,
H.O. Gobarwahi, PO Gobarwahi,
Distt. Bhandara (MS) ...Management

AWARD

Passed on this 19th day of February, 2015

- As per letter dated 26-6-00 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-29012/50/2000-IR(M). The dispute under reference relates to:

"Whether the action of M/s Allied Quality Controllers Contractors of Tirodi Mine of MOIL Head Office, Gobarwahi, PO Gobarwahi, Distt. Bhandara in not paying retrenchment compensation as per ID Act and not paying 15 days leave wages to Shri Pathiram S/o Modku and 32 other workers are justified? If not, what relief the workmen are entitled to?"

- After receiving reference, notices were issued to the parties. Statement of claim on behalf of Ist party

workman by Shri Pathiram at Page 2/1 to 2/2. Case of workman is that they were engaged as labour by IInd party on daily wages in wages Rs. 38.23 since year 1977. Their Provident Fund was deducted amount of PF was deposited in PF office at Jabalpur. Without assigning any reasons, all the workmen were terminated without notice. They were not paid retrenchment compensation. All workmen were continuously working with IInd party for 20 years. Their services are terminated without notice is illegal. On such ground, Ist party workman prays for reinstatement with back wages.

- IInd party submitted Written Statement. Preliminary objection is raised that the answering respondent entered into a contract with Manganese Ore India Ltd. on 31-10-98 for a period of 3 years ending on 31-10-98. The contract was for transport of ore from Mining to Railway siding far away from Mining to stack it at Railway siding. The activity of loading ore is only unconnected with mining as Central Govt. is not the appropriate Government under Section 2-A of ID Act. The order of reference is without jurisdiction and illegal. The answering respondent completed contract on 31-10-98. The establishment ceased to exist from 1-11-98. Stator notice of closure of establishment was given by RPAD on 30-8-98 to Secretary of Govt. of India, Ministry of Labour. The notice was also displayed on notice board for information to the workman in Hindi. That Pathiram has submitted statement of claim on behalf of 32 employees without authority by them. That law is settled that recognized Union only can espouse the grievance of workman collectively. If case is not filed by Union, workman is required to file case individually. If statement of claim of individual workman was not given, the statement of claim is silent about work performed in particular calendar year. The statement of claim is vague and therefore the claim deserves to be dismissed.

- IInd party further submits that workmen were engaged on casual basis as per availability of work. Workman not completed 240 days during any of the calendar year. That workmen not rendered continuous service as defined under Section 25B of ID Act. Since the employees rendered their services on casual basis, not completed 240 days continuous service, in any of the calendar year, their claim for gratuity was rejected by competent authority. It is submitted that the workmen are gainfully employed therefore they are not entitled to backwages.

- Considering pleadings on record, the points which arise for my consideration and determination are as

under. My findings are recorded against each of them for the reasons as below:—

- (i) Whether the action of M/s Allied Quality Controllers Contractors of Tirodi Mine of MOIL Head Office, Goberwahi, PO Goberwahi, Distt. Bhandara in nor paying retrenchment compensation as per ID Act and not paying 15 days leave wages to Shri Pathiram S/o Modku and 32 other workers are justified? In Affirmative
- (ii) If not, what relief the workman is entitled to?" Workmen are not entitled to any relief.

REASONS

6. Though dispute is raised by Shri Pathiram and statement of claim if filed on behalf of 32 employees, Ist party workmen failed to participate in reference proceeding. Evidence of workmen is closed on 23-5-14. Management also failed to participate in reference and adduce evidence. Evidence of management is closed on 16-2-2015. As both parties failed to participate in reference proceeding and no evidence is adduced, no dispute award is passed as under:—

"Parties failed to participate in reference proceeding therefore dispute between parties could not be decided on merit."

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2015

का.आ. 554.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हिरी डोलोमाइट माइंस ऑफ बीएसपी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायलय, जबलपुर के पंचाट (संदर्भ संख्या 57/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 09/03/2015 को प्राप्त हुआ था।

[सं एल-29012/94/97-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th March, 2015

S.O. 554.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 57/98) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hirri Dolomite Mines of BSP and their

workman, which was received by the Central Government on 9/3/2015.

[No. L-29012/94/97-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/57/98

General Secretary,
Metal Mines Workers Union,
Qr. No. 38, Street-9, sector-I,
Bhilai, Distt. Durg (CG)

Workman/Union

Versus

Mines Manager,
Hirri Dolomite Mines of BSP,
PO Hirri Mines,
Distt, Durg (CG)

Management

AWARD

Passed on this 16th day of February, 2015

As per letter dated 18-3-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-29012/94-97-IR(Misc). The dispute under reference relates to:

"Whether the action of the management of Hirri Mines, Bhilai Steel Plant, SAIL in removing Shri Bishahu Ram Ex-Attendant, Hirri Mines, P.No. 831577 from service *vide* order No. OMQ/HM/Estt (MPS)/R/96/2295 dated 19-10-96 of the Mines Manager, Hirri Mines is justified? If not, to what relief the workman is entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman alongwith General Secretary of Metal Mines Workers Union submitted statement of claim at Page 4/1 to 4/14. Case of workman is that he was working as attendant in blasting section Hirri Mines, Bhilai. As per memorandum dated 26-2-94, Mines Manager recommended enquiry for charges leaving working place without prior permission of the concerned officer on 17-1-94. Charge No. 2 on 17-1-94, after leaving working place, workman participated in procession and instigated other employees causing obstruction in production, instigated other employees to participate in strike. Workman further submits copy of statement of witnesses were not supplied to him He denied charges filing reply to the chargesheet. Shri Mahadingm was appointed as Enquiry Officer. Enquiry was fixed on various dates. Enquiry Officer forwarded his reports. As per letter dated 27-5-96, Mines Manager forwarded Enquiry Report to him. Workman submitted his representations to report of Enquiry Officer. Workman was

removed from service as per letter dated 19-1-96. Workman challenged order of removal filing appeal. His appeal was dismissed on 27-1-97 without hearing. Management did not consider he was Joint Secretary of the Union. Shri B.J. Mishra Mines Manager was not Competent Authority for issuing order of removal. The chargesheet was not specific. Charge No. 1 pertains to absence from duty without permission on 17-1-94. Enquiry Officer recorded finding that workman was on duty till 11 AM. That evidence of witnesses Ramchand Prasad DW-4- workman was seen at 12.30 PM. PW-3 Mishra confirms that information was given by the workman about his temporary absence. It is reiterated that enquiry was not properly conducted. The evidence of witnesses was not properly appreciated. There was no evidence about workman instigating other workers to participate in a procession. Said charge has not been proved from evidence in enquiry. That statement cannot be used against a person without giving opportunity to cross-examine. Enquiry was conducted violating principles of natural justice. Copy of statement of witnesses referred in Memo dated 26-2-94 were not supplied to him even on request. Ist party workman was protected workman under ID Act. Enquiry Officer failed to appreciate that dispute between labours and management are combination of groups. Meeting of Union Representative was called on 17.1.94 Said meeting was attended by Joint Secretary. Enquiry Officer not considered statement of DW-3 Mishra, DW-4 Prasad about information given by workman for participating in meeting. The finding of Enquiry Officer are wrong, illegal contrary to evidence. The evidence of Ramnarayan Bai, Raj Kumar Tiwari, A.B. Singh, R.G. Mishra was not properly considered. Report of Enquiry Officer is silent on orders of groups work adjustment dated 18-1-94. Enquiry Officer deliberately not supplied written agreement dated 17-1-94. That Enquiry Officer misinterpreted statement of PW-4 hat Bisahu came to workspot on 17-1-94. That Ganesha Bai, Sukhiabai were not examined. That there was no charge against workman of actual participation in alleged procession. There was false representation by management that the DPR were also punished. In substance, workman submits that findings of Enquiry Officer are illegal. The order of removal from service is illegal. He prays for reinstatement with back wages.

3. IInd party filed Written Statement at page 6/1 top 6/7 denying claim of workman. IInd party submits that workman was submitted list of documents and witnesses required for his defence. Workman had replied chargesheet. It is denied that representation of workman were not considered by Mines Manager. It is reiterated that punishment of removal from service was imposed against workman as charges against workman were proved as per report of Enquiry Officer. Specific provisions of standing orders were quoted in the chargesheet. The Statement of Ist party workman are incorrect that Enquiry Officer failed to appreciate evidence properly. It is denied that order of

removal was issued by incompetent authority. It is denied that enquiry was conducted in violation of principles of natural justice. That formation of gangs in discretion of management depends upon requirement of job. The formation of gang was postponed till 14-1-94. There was no question of calling meeting on 17-1-94. That statements of Ramchandra Prasad shows that workman came on duty at 10.30 AM on 17-1-94. He was found in crowd of workers at 12.30 PM. It is reiterated that the charges against workman are proved. The punishment of removal from services is proper.

4. Workman filed rejoinder at Page 9/1 to 9/6 reiterating his contentions in statement of claim.

5. As per order dated 12-2-2014, enquiry conducted against workman is found legal.

6. Considering pleadings between parties and order on preliminary issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|-----------------------|
| (i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings? | Partly in Affirmative |
| (ii) Whether the punishment of removal from service imposed against workman is proper and legal? | In Negative |
| (iii) If not, what relief the workman is entitled to?" | As per final order. |

REASONS

7. In view of my finding on preliminary issue enquiry against workman is found proper and legal, question remains for decision as to whether evidence in Enquiry Proceedings proves charges against workman. The charges against workman were on 17-1-94, he left duty place without permission of Competent Officer. That he participated in procession and inspected other workers to participate in procession causing obstruction in production. The documents relating to enquiry was produced on records needs no details discussion in view of finding on preliminary issue. In Exhibit M-2 representation submitted by workman he claimed that the charges are baseless and denied by him. In Exhibit M-5 representation by workman the claim that exparte enquiry was conducted against him under influence of the management, statement of Shri B.K. Shah, Manager Hirri Mines is clear that Shri Sitaram Singh reported to him that workman was absconding from duty on 17-1-94. Workman was absconding till end of the shift. Even at blasting time 3 PM, he did not turn up. Witness was busy in sending mandays reports on that day. In his cross- examination, management's witness Shri B.K. Shah says on 17-1-94, between 9 to 11 AM, he was in quarry

office. In reply to Q 3 witness says that if he is present at 3 PM and personally again comes to time office, he can also see them. That physically he had not seen workman in mine at 11 AM. The working period of workman was 9 AM to 6 PM. Workman was allotted duty of charging the holes. Workman was attached to blaster Ramchandra Prasad. Workman was explosive career and not attendant. Workman was authorized to carry explosive to site and also to take care of safety measures. That procession took place around 9.30 AM and ended around 1 PM. About 100 persons participated in procession. Approximately 300 workers were working in the mine. About 100 labours were actually working on that day. About witness informed Mr. Shah about workman absconding from duty. MW-3 Shri T.L. Yadav says on 17-1-94, he visited canteen, quarries and other places around 9 AM. Around 10 AM, he reported to office. After 15 minutes, came to office and inquired about Mine Manager. He saw some workers coming on corridor. He asked workers about their leaving working place. Some one said that Bisahu Ram told them that decision about gang change will be taken in presence of all Trade Union Leaders. After half an hour, about 100-120 workers gathered with some Union leaders. In his cross-examination, he admits that workman is active labour. That Bisahu was present for some time on the date of incident. He felt there was his role in instigating the workers. The evidence cannot be re-appreciated as Appellate authority. Workman was Union office bearer but atleast he should have informed the concerned office before leaving the work spot. The evidence of witnessess is not cogent on the point of instigating by workman to other workers for participating in procession. Charge No. 2 cannot be proved from evidence in record as charge No. 1 is proved. For above reasons, I record my finding partly in Affirmative.

8. Point No. 2- Ist party workman instigating other workers has not supported by evidence. Only charge No. 1, workman left working spot on 17-1-95 without permission of Competent Officer. Workman was Union office bearer. It was appropriate on his part to participate in the meeting relating to allotment of gangs. However he should have requested permission of the concerned officer not obtaining permission of attending the meeting on 17-1-94. The punishment of removal from service appears excessive and harsh. Workman has attained age of superannuation in 2006 therefore he cannot be reinstated after his age of superannuation. Considering above aspects, punishment of removal from service deserves modified to compulsory retirement. Accordingly I record my finding in Point No. 2.

9. In the result, award is passed as under:—

- (1) The action of the management of Hirri Mines, Bhilai Steel Plant, SAIL in removing Shri Bishahu Ram Ex- Attendant, Hirri, Mines is not proper and legal.

- (2) Punishment of removal from service is modified to compulsory retirement. Ist party workman is entitled to retiral benefits.

R.B. PATLE, Presiding Officer

नई दिल्ली, 18 मार्च, 2015

का.आ. 555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 88/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17/3/2015 को प्राप्त हुआ था।

[सं० एल-29012/13/2010-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 18th March, 2015

S.O. 555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 88/2011) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Tamil Nadu Minerals Limited and their workman, which was received by the Central Government on 17/3/2015.

[No. L-29012/13/2010-IR(M)]

JOHN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 6th September, 2013

Present : K.P. PRASANNA KUMARI,
Presiding Officer

Industrial Dispute No. 88/2011

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of M/s. Tamil Nadu Minerals Ltd. and their workman).

BETWEEN

Sri G. Karupppachamy : Petitioner/1st Party

AND

The Chairman-cum-Managing Director : Respondent/
M/s. Tamil Nadu Minerals Ltd. 2nd Party
Chennai-600005.

Appearance :

For the 1st Party/Petitioner : M/s K.M. Ramesh,
Advocates

For 2nd Party/Management : M/s S. Sekhar,
T.R. Sathiyamohan,
Advocates

AWARD

The Central Government, Ministry of Labour & empowerment *vide* its Order No. L-29012/13/2010-IR(M) dated 05.10.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the action of the Management of M/s Graphite Mines and Beneficiation Plant, Sivaganga in terminating the services of Sri G. Karuppachamy, worker, is justified or not? What relief the workman concerned is entitled?"

2. After receipt of the Industrial Dispute this Tribunal has numbered it as ID 88/2011 and issued notice to both sides. Both sides have entered appearance through their counsel and have filed their claim and counter statement respectively.

3. The case put forth by the First Party in his claim statement is this:

The First Party has joined the services of 2nd Party management on 16.06.2004. He was provided with employment on the ground that he was one of the persons who had given his land for the graphite mines in Sethi Udayanathapuram in Sivagangai taluk. He had worked with the 2nd Party Management till 01.12.2003. While he was working in the graphite mines, during the year 2002. he had fallen ill and was admitted as an in-patient in Govt. hospital Sivagangai. Though he was discharged from the hospital after a month, he had become ill again and had been taking private treatment. During this period he was not able to report for work. The 2nd Party management had treated him as unauthorizedly absent and had referred him to the Medical Board for medical examination. The First party had appeared before the Medical Board and he was told that a report regarding the examination would be sent to the 2nd Party Management. The First Party had met the Factory management of the graphite plant on several occasions and had requested him to permit him to report for work. But he was told that he would be permitted to report for work only after a reply is received from the head Office. The First Party is an illiterate. Though he had received a Charge Memo dated 26.03.2003 he had not submitted any explanation of the same. The management did not send any notice to the First Party regarding conduct of enquiry. He was not served with an order terminating his services also. When a representation was made by the First party to the 2nd Party Management a reply dated

06.08.2009 has been given stating that his appointment has been cancelled as he had unauthorizedly absented himself. The termination of the services of the First Party by the Management is illegal and arbitrary. The said termination was not preceded by an enquiry. The termination would amount to retrenchment as defined under Section 2(00) of the Industrial Disputes Act. The 2nd Party Management ought to have complied with the requirements of Section 25F of the Industrial Disputes Act. The First Party never had intention to abandon his employment. He could not attend for work only because he was undergoing treatment on account of his illness. The 2nd party shall be directed to reinstate the First Party in service with continuity of services with back wages, with all other benefits.

4. The averments raised in the counter statement filed by the 2nd Party are these:

Employment was provided to the First Party on the ground that he is one among the persons who had given land to the 2nd Party Company he was working as an unskilled workers. But he used to be absent from work frequently. During 2002 he had remained absent for a period of 6 months unauthorizedly. He was issued a Charge Memo and based on the report given by the Medical Board he was allowed to work. He had again absented himself from 01.12.2003 without any intimation to the 2nd Party. A memo has been issued to him. The explanation given by him to the memo was accepted and he was allowed to continue in the job. However, he had again absented from work unauthorizedly from 21.12.2003. A charge memo was sent to him on 02.01.2004 but was returned un-served. So an enquiry was ordered and an enquiry Officer was appointed for this purpose. Notice was sent to the petitioner's address fixing date of enquiry. But he failed to attend the enquiry. A notice was again sent to the First party asking him to report for work. Notice was pasted on the door of his house also. Since the First Party did not turn up for work in spite of all this, his name was removed from the roll of workers *w.e.f.* 21.12.2003 by order dated 29.03.2004. This order sent to the First Party was returned with the postal endorsement that he is not in India. It is incorrect to state that the First Party had approached the Factory Manager to permit him to report for work. The name of the First Party was removed from the roll of workers as he was unauthorizedly absent. This will not amount to retrenchment and does not warrant compliance of requirements under Section-25F of the ID Act. The First party is not entitled to any relief. An award is to be passed accordingly.

5. The points for consideration are:

- (i) Whether there is any justification for the 2nd Party in terminating the services of the First party?
- (ii) Whether the First Party is entitled to the relief of reinstatement in service with other benefits? If not, is he entitled to any other relief?

6. The evidence in the case consists of oral evidence of the First Party examined as WW1 and on behalf of the 2nd Party examined as MW1 and also documentary evidence consisting of Ex.W1 to Ex. W17 and Ex. M1 to Ex.M8.

Points (i) & (ii)

7. The First Party is a resident of Sivagangai taluk of Sivagangai district. When the 2nd Party wanted to start its Graphite Mines and beneficiation plant at Sivagangai, the First Party had parted with an extent of 170 cents of land belonging to him in favour of it. In return the 2nd Party had employed the First Party as an unskilled worker in its establishment. he had been working in this capacity with the 2nd Party from 1994 to 2003.

8. According to the First Party he had fallen ill during the year 2002 and had to be admitted in the hospital. Though he was discharged from the hospital he had continued to be ill and was not in a position to attend his work. The 2nd Party had asked him to appear before the Medical Board and he had obliged. however, he was not allowed to report for work after this. According to the First party, though he had requested the Manager of the factory to permit him to report for duty he was not allowed. It is claimed by the First Party that illegally and unjustifiably his services had been terminated by the 2nd Party without any enquiry or even any notice to him.

9. The case of the 2nd Party is that the First Party was continuously absenting himself from work. What is stated in the counter statement of the 2nd Party is that he was a "notorious absentee". It is stated in the counter statement that notices have been continuously sent to the First Party after he absented from duty but this could not be served on him as he was not in the house. It is stated in the counter statement that untimely the Management had decided to remove his name from the roll of workers and information regarding this has also been sent to him and it has been pasted at the door of his house also.

10. It is clear from the counter statement that the First Party had been in the roll of workers of the 2nd Party till 21.12.2003 only. What is stated is that by order dated 29.03.2004 his name has been removed from the roll with effect from 21.12.2003. Accordingly to the First Party himself, he was employed continuously without any break till 01.12.2003. Thus it could be seen that the First party had worked with the 2nd Party till December 2003 only. The First Party had raised the present dispute only in 2008. What he had stated in the claim statement is that he had given a representation to the 2nd Party on 01.07.2008 and a reply has been given by the 2nd Party stating that his name has been removed from the roll as he was unauthorizedly absent. Even though the First Party has stated in the claim statement that he had met the Factory Manager of the graphite plant on several occasions and

requested him to permit him to report for work but he was not permitted, there is nothing to show that any written request has been made by him to permit him to work, prior to his rep. dated 01.07.2008. So certainly it is almost after 5 years he made a move for getting back to work.

11. It could be seen from the admission made by the First Party examined as WW1 during his cross examination that he had received the Show Cause Notice dated 19.12.2003 calling upon him to show cause why his name should not be removed from the rolls on the ground of absenting himself from work. He has stated that he has sent a reply to the 2nd Party Management stating that he was not doing well and could not attend duty and that he would join duty and continue to work from 20.12.2003. However, according to him he did not receive any charge memo of enquiry or any notice related to it. It could be seen from the admission of MW1 examined on behalf of the 2nd Party that there is nothing to show that notice of enquiry has been given to the First Party. Though initially he stated that Ex.M4 is a notice regarding domestic enquiry he subsequently admitted that it is only a notice asking the petitioner to return to work. He also admitted that the Management did not conduct any enquiry before removing the name of the First Party from the roll of its workers. Thus it could be seen that even though there is a claim in the counter statement that enquiry has been conducted before the name of the First Party had been removed from the roll there is no evidence regarding conduct of any such enquiry. What is to be deciphered from the evidence of MW1 is that no enquiry has been conducted at all. The term used by the 2nd Party regarding the manner in which the First Party was sent out from work is that his name was removed from the rolls. it is not stated in as many words that his services were terminated. Striking of the name of the workman is not covered in any of the section 2(00) of the Industrial Disputes Act. So it amounts to retrenchment under Section-25(F) of the ID Act. Even before issuing an order of termination under habitual absence the management ought to have given the workman an opportunity to defend himself and for the purpose show cause notice should have been issued and an enquiry should have been held to prove habitual absence (2009-5-MHLJ-414). Apparently, in the present case, no such enquiry has been conducted. There was no justification for the mgt. in terminating the services of the First Party by way of removing his name from the roll, without any such enquiry.

12. The counsel for the Second Party has pointed out that for long 5 years the First Party has been keeping silent before he has approached the Second party with a representation for permitting him to report for work. In fact there is sufficient basis for this argument advanced by the counsel also. however, it has been pointed out by the counsel for the First Party that such conduct on the part of the First Party could not be termed abandonment of work.

In this respect he has referred to the decision in 2004-1-CTC-744 (Sundaresan Vs. Deputy Commissioner of Labour) where it was held that abandonment must be total and under such circumstances which clearly indicate that the workman wanted to snap the relationship of master and servant and relinquish the service in question. There must be actual or imputed intention on the part of the workman to abandon and relinquish the service, it was further held. According to the counsel there is nothing to show that the First Party has abandoned his services.

13. Probably the fact that the First Party has given a written representation to the Second Party, though with delay, would indicate that he had not abandoned the services with the 2nd Party. There is also the fact that he was removed from the roll of the 2nd Party without any notice and without any enquiry. In such circumstances I find sufficient force in the argument of the counsel of the First Party that the First Party is entitled to the relief of reinstatement in service.

14. The fact remains that the First Party was nowhere available or had taken it upon him to fight for his right to be taken back in service even though his service was terminated by removing his name from the roll as early as in March, 2004. When this aspect is taken into account, I do not think even while reinstatement is being ordered the First Party is entitled to the relief of backwages for the period from December, 2003, to the date of reinstatement in service. However he is entitled to the relief of continuity in service and other consequential benefits. Accordingly an award is passed as follows :

15. The 2nd Party is directed to reinstate the First Party in service with continuity of service within one month. The First Party will not be entitled to backwages.

16. The reference is answered accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1,
Sri Karuppuchamy

For the 2nd Party/Management : MW1,
Sri K. Kalyanasundaram

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ex.W1	xxxx	Xerox copy of the Identity Card issued to the First Party by the Second Party
Ex.W2	April, 2003	Xerox copy of Salary Slip for the month of April, 2003
Ex.W3	23.11.2002	Xerox copy of letter from the Second Party referring the First Party for Medical Opinion

Ex.W4	17.12.2002	Xerox copy of letter from the second Party referring the First Party for Medical Opinion
Ex.W5	24.02.2003	Xerox copy of letter from the Second Party referring the First Party for Medical Opinion
Ex.W6	26.03.2003	Xerox copy of Charge memo issued to the First Party
Ex.W7	24.05.2003	Xerox copy of the order ordering centre
Ex.W8	05.12.2003	Xerox copy of Medical Certificate issued by Dr. K.V. Govindaraju
Ex.W9	12/2003	Xerox copy of the report of the Medical Board.
Ex.W10	16.07.2009	Xerox copy of representation from First Party to the Second Party
Ex.W11	06.08.2009	Xerox copy of letter from the Second Party to the First Party
Ex.W12	21.08.2009	Xerox copy of certificate issued by the Village Administrative Officer
Ex.W13	21.08.2009	Xerox copy of certificate issued by the Panchayat President
Ex.W14	03.10.2009	Xerox copy of representation from First Party to the Second Party
Ex.W15	05.10.2009	Xerox copy of representation from First Party to the Second Party
Ex.W16	16.10.2009	Xerox copy of letter from the Second Party to the First Party
Ex.W17	24.04.2009	Xerox copy of remarks/reply filed by the Second Party filed before the Asstt. Labour Commissioner (Central), Madurai.

On the Management's side

Ex.No.	Date	Description
Ex.M1	19.12.2003	Proceedings in NK No. 6122/I.R./2003 issued by TAMIN, Sivaganga to the First Party
Ex.M2	20.12.2003	Letter from the First Party to Works Manager, TAMIN, Sivaganga
Ex.M3	02.01.2004	Charge Memo issued to the First Party
Ex.M4	03.02.2004	Domestic Enquiry Notice issued to the First Party
Ex.M5	26.02.2004	Proceedings in NK No. 6122/I.R./2003 issued by TAMIN, Sivaganga to the First Party

Ex.M6	29.03.2004	Proceedings in NK No. 6122/I.R./2003 issued by TAMIN, Sivaganga to the First Party removing his name from the rolls
Ex.M7	—	Copy of the returned postal cover
Ex.M8	03.11.2008	Letter from the First Party to the Managing Director, TAMIN, Chennai

नई दिल्ली, 19 मार्च, 2015

का.आ. 556.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 114/2011) प्रकाशित करती है जो केन्द्रीय सरकार को 18/03/2015 को प्राप्त हुआ था।

[सं० एल-41011/14/2011-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 19th March, 2015

S.O. 556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Uttar Railway and their workmen, received by the Central Government on 18/03/2015.

[No. L-41011/14/2011-IR(B-1)]

SUMATI SAKLANI, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT

RAKESH KUMAR, Presiding Officer

I.D. No. 114/2011

Ref. No. L-41011/14/2011-IR(B-I) dated 29.08.2011

BETWEEN

Mandal Sangahan Mantri
Uttar Railway Karmchari Union
283/63 Kh, Garhi Kanaura (Premwati Nagar)
Post—Manak Nagar
Lucknow
(Espousing Cause of Shri Syedurrahman)

AND

1. Division Railway Manager
Northern Railway, DRM Office
Hazratganj
Lucknow.

2. Senior Divisional Mechanical Engineer (O&F)

Northern Railway

Lucknow.

AWARD

1. By order No. L-41011/14/2011-IR(B-I) dated 29.08.2011 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Mandal Sangahan Mantri, Uttar Railway Karmchari Union, 283/63 Kh, Garhi Kanaura (Premwati Nagar), Post—Manak Nagar, Lucknow and Divisional Railway Manager, Northern Railway, DRM Office, Hazratganj, Lucknow and Senior Divisional Mechanical Engineer (O&F), Northern Railway, Lucknow for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

"WHETHER THE DEMAND OF THE UNION, UTTAR RAILWAY KARMCHARI UNION, LUCKNOW FOR QUASHING THE PENALTY ORDER DATED 19/02/2009 OF DISCIPLINARY AUTHORITY AND ORDER DATED 31/07/2009 OF APPELLATE AUTHORITY ISSUED TO SHRI SYEDURRAHAMAN, CLEANER IS LEGAL AND JUSTIFIED? TO WHAT RELIEF THE WORKMAN/UNION IS ENTITLED?"

3. It is admitted case of the parties that the workman, Syedurrahman, was issued one minor penalty charge sheets dated 24.09.2008, 14.09.99 and 27.06.2000 under Railway Servant (Discipline and Appeal) Rules, 1968 for alleged misconduct of unauthorized absence; and after submission of reply by the workman to the said charge sheet, the punishment orders dated 19.02.2009 was issued; whereby the alleged punishment has been imposed upon the workman, resulting into withdrawal of three set facility pass. The workman preferred an appeal against the order of the punishment, which too was rejected by the appellate authority.

4. The workman's union has alleged the Asstt. Divisional Mechanical Engineer (O&F) directed the Sr. Section Engineer (Loco) vide their letter dated 25.02.2008 not to allow the workman to join the duties; and accordingly, the Sr. Section Engineer (Loco) issued order dated 26.02.2008 with direction not to let the workman join his duties. It has been alleged by the union that the workman kept on turning up at the duty place but he was not allowed to join the duties and ultimately the charge sheet dated 24.09.2008 was issued. It is also alleged by the workman that the orders passed by the Disciplinary Authority and Appellate Authority are contrary to Rules and perverse, which also

amounts to unfair labour practice. Hence, the workman's union has prayed that the punishment order dated 19.02.2009 and appellate order dated 31.07.2009 be cancelled and the facility of three set facility pass may be revived.

5. The management of the Railways in their written statement has rebutted the contentions of the workman and has submitted that the punishment order was passed perfectly in accordance with the Rules and Regulations of the Indian Railways with proper application of mind. It has further submitted that the charge sheet was issued under the Railway Servants (Discipline & Conduct) Rules, 1968, which is a minor punishment charge sheet for the unauthorized absence of the workman. It is submitted that the railway administration issued letter dated 25.02.2008 and 26.02.2008 for the purposes to get the workman medically examined; but the workman refused to receive the medical memo. It is also submitted by the management that the workman moved an original application before Central Administrative Tribunal, Lucknow which directed the workman *vide* its order dated 16.04.2008 to accept the medical memo and then he may be allowed to join; accordingly, the workman received the medical memo and under gone the medical examination. Accordingly it has prayed that the claim of the workman's union be rejected out rightly, without any relief to the workman concerned.

6. The workman's union has filed rejoinder; wherein it has not brought any new fact and has just repeated the averments already made by it in the statement of claim.

7. The parties have filed documentary evidence in support of their respective claim. The union has examined the workman; whereas the management has examined Shri Rajesh Kumar, ADME, Varanasi in support of their case. The parties cross-examined the witnesses of each other and forwarded oral arguments.

8. The authorized representative of the workman's union has submitted that the management did not allow the workman to join the duties though he appeared before them every day and thereafter issued minor penalty charge sheet. He has contended that the impugned order dated 19.02.2009 and appellate order dated 31.07.2009 were passed with ulterior motive and contrary to rules; hence liable to be cancelled.

9. Per contra, the authorized representative of the management has contended that the action of the management is justified in view of unauthorized absence of the workman; and he has rightly been given charge sheet; and imposed minor punishment of withdrawal of three set of facility pass. It is also contended by the representative of the management that the union has not disputed the procedure adopted in punishing the workman but has rather alleged that the punishment order and appellate orders are contrary to rules and perverse, which has no legal sanctity. He has submitted that the orders

passed by the management of railway are just and legal and needs no interference by this Tribunal.

10. I have given my thoughtful consideration to the rival contentions of the authorized representatives of the parties and scanned entire, evidence available on record. The workman has prayed that the penalty order & appellate order issued by the management be quashed being illegal and he be given all benefits, which he had been deprived of due to impugned orders. The workman has relied upon letter dated 26.02.2008 of the Sr. Section Engineer, which states, quoting letter dated 25.02.2008 of ADME (O&F), Lucknow, that the workman has been ordered not to be taken on duty for the reasons that he refused to receive the 'Medical Memo'. It is pleaded by the management that the workman received the 'Medical Memo' in wake of order dated 16.04.2008 of the CAT, Lucknow in O.A. No. 117/2008. Accordingly, the workman was charged with the unauthorized absence from 26.02.2008 to 30.04.2008.

11. It is the case of the workman's union is that the penalty order dated 19.02.009 and appellate order dated 31.07.2009 are perverse and contrary to Rules; but has not made any specific pleading to the effect as to how it was perverse and violated which rule etc. The union has not disputed the procedure adopted by the management in punishing the workman not has made an allegation to the effect that he had not been afforded proper opportunity to defend himself while passing penalty order. However, the workman's union has prayed to quash the penalty order dated 19.02.2009 and appellate order dated 31.07.2009 being perverse.

12. Section 11 A of the Industrial Disputes Act, 1947 reads as under:—

"11A. Powers of Labour Courts, Tribunal and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen.—Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, be its award, set aside the order of discharge or dismissal and direct re-instatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require:

Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter."

A bare reading of the section makes it clear that Section 11 A of the Industrial Disputes Act, 1947 has been enacted to empower the Labour Court to interfere with the management's decision to dismiss, discharge or terminate the services of a workman. In respect of other punishments, it has been observed and consistently held by the Courts that the tribunal does not have power to substitute its own judgment for that of the management. Hon'ble Apex Court in *South Indian Cashew Factories Workers Union vs. Kerala State Cashew Development Corpn. Ltd. (2006) 5 SCC 201* made the following observations:

"Section 11-A of the Act gives ample power to the Labour Court to re-appraise the evidence adduced in the enquiry and also sit in appeal over the decision of the employer in imposing punishment. Section 11-A of the Industrial Disputes Act is only applicable in the case of dismissal or discharge of a workman as clearly mentioned in the section itself."

13. Whether similar power can be exercised by the Labour Court where the punishment award is neither dismissal, punishment or retrenchment? This issue has been considered by Hon'ble Allahabad High Court in *Allahabad Bank vs. Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court, Kanpur & Others 2012 (133) FLR 1098*; where it has been observed that:

"Section 11-A empowers the Labour Court to re-appreciate the evidence and correct the judgment, in case of discharge, dismissal and termination, while in case of other punishments, no such power is vested with the Labour Court".

14. In the instant case the workman's union has disputed the penalty order dated 19.02.2009 and appellate order dated 31.07.2009 on the basis of their perversity; but could not make any inference of perversity in his pleadings. Thus, the allegation of the workman's union regarding impugned orders is vague. The evidence relied upon the workman itself goes to show that firstly, the workman did not accept the 'Medical Memo', resultantly; the management did not allow the workman to join the duties *w.e.f.* 26.02.2008. When the workman accepted the 'Medical Memo' at the order of the Hon'ble CAT, Lucknow Bench, Lucknow he was charged with the unauthorized absence from 26.02.2008 to 30.04.2008. There is also no evidence from the workman's union that the workman moved any leave application for the period 26.02.2008 to 30.04.2008, therefore, the management rightly treated the said period being unauthorizedly absent.

15. Accordingly, in view of the above decision of Hon'ble Supreme Court, I am of opinion that the penalty order dated 19.02.2009 and appellate order dated 31.07.2009 need not to be interfered by this Tribunal, particularly when the workman's union has not come with specific pleadings of perversity and violation of Rules. Moreover, as per the

record and evidence, there appears no illegality or perversity in the impugned order dated 19.02.2009. Hence, the reference is adjudicated against the workman's union; and as such, I come to the conclusion that the workman, Shri Syedurrahman is not entitled to any relief.

16. The reference under adjudication is answered accordingly.

17. Award as above.

Lucknow RAKESH KUMAR, Presiding Officer
06th February, 2015.

नई दिल्ली, 19 मार्च, 2015

का.आ. 557.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचएसबीसी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट संदर्भ संख्या (2/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 18/03/2015 को प्राप्त हुआ था।

[सं. एल-12012/166/2006-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 19th March, 2015

S.O. 557.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award (Ref. 2/2007) of the Central Government Industrial Tribunal/Labour Court, No-II, Delhi as shown in the Annexure, in the Industrial Dispute between the management of H.S.B.C. and their workmen, received by the Central Government on 18/03/2015.

[No. L-12012/166/2006-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE SHRI HARBANSH KUMAR SAXENA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 11, KARKARDOOMA
COURTS COMPLEX, DELHI**

I.D. No. 2/2007

Shri Updesh Kumar Sehgal,
C-25, Rakesh Marg,
Ghaziabad-201001

...Workman

Versus

M/s H.S.B.C.
52/60, M.G Road, P.O. Box No. 128,
Mumbai-400001

...Management

AWARD

The claimant had initially joined the H.S.B.C Bank on 02.12. 1985 on a contract agreement as a computer shift

operator (non-executive contract officer). The claimant was continuous working with the management till 25.11.2002. The claimant assails the vindictive and coercive action of the bank in forcing him to resign in the guise of voluntary resignation tendered. The Bank accepted his resignation and it released him from the services of the bank on 31.12.2002. He raised an industrial dispute before the Conciliation Officer. Since the Bank contested the claim, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* order No. L-12012/166/2006-IR(B-I), New Delhi dated 11.01.2007 with following terms:

"Whether the resignation from service tendered w.e.f. 25.11.2002 by Shri Updesh Sehgal, Ex-Comp. Operator is voluntarily or under coercion, to what relief the workman is entitled to and from which date?"

2. In his claim statement, the claimant pleads that he joined the bank on 02.12.1985 on contract agreement as computer shift operator and he was confirmed in the post by permanent absorption in the service in the year 1990. He served continuously with the bank between 02.12.1985 to 25.12.2002. The Bank forcing him, to resign the services of the bank w.e.f. 25.11.2002. The bank informed him on 17.12.2002 that his resignation was being accepted and till date there was no further communication from the bank as to the formal acceptance of his resignation which he was forced to submit on 25.11.2002.

3. Claim has been demurred by the bank pleading that the claimant voluntarily resigned from the services of the bank in 2002. The claimant who worked as an officer the bank cannot invoke the jurisdiction of the Tribunal by claiming himself to be a workman. The claimant application for conciliation was made in the year 2006, nearly after 4 years passed his voluntarily resignation from the services of the bank and petition is clearly time barred and as an afterthought with ulterior motives which is done by the claimant.

4. During the pendency of this dispute Shri Updesh Sehgal expired on 09.10.2012 leaving behind the following heirs, namely Mrs. Shashi Sehgal, wife, Mr. Sandeep Sehgal, son, and Ms. Richa Sehgal, daughter.

5. Smt. Shashi sehgal wife of Late Shri Updesh Sehgal made a statement to the effect that she was willing to accept Rs. 15,00000/- (Rupees fifteen lac only) from the HSBC bank towards full and final settlement as per memorandum of settlement dated 27.01.2015, which taken on the record. He announced that on payment of Rs. 15,00000/- to her, her husband claim would stand satisfied, Ms. Nidhima Malhotra, Vice President, representing of HSBC bank, unfolded that she was competent to settle the case on behalf of the bank. Payment of a sum of Rs. 15,00000/-

(Fifteen Lac), through demand draft to Smt. Shashi Sehgal made in open court. So, claim stand satisfied.

An award is, accordingly passed. It be sent to the appropriate Government for publication.

HARBANSH KUMAR SAXENA, Presiding Officer

Dated: 27.01.2015

नई दिल्ली, 19 मार्च, 2015

का.आ. 558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट संदर्भ संख्या (51/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 18/03/2015 को प्राप्त हुआ था।

[सं एल-41025/01/2015-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 19th March, 2015

S.O. 558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. 51/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Uttar Railway and their workmen, received by the Central Government on 18/03/2015.

[No. L-41025/01/2015-IR(B-1)]

SUMATI SAKLANI, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT

RAKESH KUMAR
PRESIDING OFFICER

I.D. No. 51/2013

BETWEEN

Shri Santosh Kumar S/o Shri Jagram Yadav
Sanjay Nagar, Near Motijheel Colony
Aishbagh, Lucknow

AND

1. General Manager
Uttar Railway, Baroda House
New Delhi-110001
2. Divl. Railway Manager
Uttar Railway, Hazratganj
Lucknow-226001

3. M/s Sahid Faizan Ahmad & Brothers
654, Begum Ka Makbara, Faizabad
Faizabad-224001

AWARD

1. Applicant Shri Santosh Kumar has submitted a claim statement dated 28.05.2013 before this Tribunal, stating therein that he was appointed as Driver Box Handling under the subordination of opposite Party No. 2 i.e. Divisional Railway Manager, Northern Railway, Hazratganj, Lucknow. The post, to which he was appointed, is also known as Box Porter. As per the claim statement, the said post was lying vacant permanently, it was an important post and the train could not move without loading the box in the engine of the train. Applicant has alleged that the earlier Box Porter has retired and he was appointed on his place. After being appointed the said workman used to perform his duties as per the directions of the opposite Party No. 1 & 2 but in order to avoid the legal consequences of the Labour Laws and other liabilities, opposite Party No. 3 was disputed by opposite Party No. 2. The attendance of the applicant was procured on the register, and salary was paid accordingly. In order to ensure convenient excess to the railway station and for smooth functioning, the opposite Party No. 2 used to issue the gate pass as directed by opposite Party No. 2, which was taken back at the end of year, and a fresh gate pass was provided, so that evidence might not be available there causing any inconvenience to the opposite Party No. 1 & 2.

2. It has been pleaded in the claim statement that the applicant was appointed on 01.09.2003 and was continuous in service till 25.04.2009, and without any prior notice his services were terminated on 25.04.2009. The applicant was forced to work for 8 hours and salary paid was very much insufficient. It has also been alleged that on making any demand the applicant was threatened for his dismissal, and was also abused. Regarding payment of insufficient salary, without any weekly off, no deductions regarding Provident Fund and not being provided with any medical facility, in case of any accident; several oral and written complaint were made to opposite Party No. 1 & 2 but grievances were not redressed. Then applicant moved Labour Enforcement Officer who enquired into the matter and found truth in the complaint submitted before him.

3. The applicant has stressed that for being in service since 01.09.2003 up to 25.04.2009 i.e. about 5 years, the applicant should have been confirmed on his post, because as per the rules continuous service for 120 days results into temporary status, thereafter the applicant should have been allotted a permanent post after his due screening in accordance with the said Railway Appeal and Disciplinary Rules 1968. The applicant has also stated that if there was any complaint then he should have been served charge sheet. The services of the workman were terminated illegally

without any justification and another person was employed on his post. The applicant was required to work in 3 shifts, and in each shift he had to perform loading and unloading of at least 50 boxes during winter, summer and rainy seasons as well. He was also required to work in dark nights. The applicant has submitted that he was not paid 30 days salary before termination of his job while it was the responsibility of opposite Party No. 1 and 2. The applicant has emphasized that at the time of payment officers subordinate to opposite Party No. 2 used to remain present there.

4. As per the claim statement it has also been mentioned that after being dismissed on oral direction, several complaints were made, Case No. LKO 7(1—13)/2011 was filed before Regional Labour Commissioner (C), Lucknow the case was heard on 14.02.2011 where opposite parties were also present, but the matter could not be settled amicably and Regional Labour Commissioner (C), Lucknow advised the applicant to move before CGIT-cum-Labour Court, Lucknow. The applicant has alleged that his removal from service is improper, illegal, unjustified, mala fide and against the prevalent Labour Laws.

5. The said workman has prayed to set aside the order dated 25.04.2009 whereby his services were terminated. He has also requested for his reinstatement in continuous service with all the back wages and other due benefits along with cost of the proceedings.

6. The applicant has filed photo copy of the said directions dt. 29.08.2011 by Regional Labour Commissioner (C), Lucknow as Annexure 1/5 along with photo copy of postal receipts. A separate application for condonation of delay has also been moved by Santosh Kumar.

7. As per the directions of the then Presiding Officer, CGIT-cum-Labour Court, Lucknow the Industrial Dispute was registered and notices were issued to the opposite parties for filing written statement along with relevant documents.

8. On behalf of the opposite Party No. 1 & 2 written statement M-7 dated 10.02.2013 was filed before this Tribunal. The facts mentioned in the written statement and the specific averments emphasize that the claim statement is absolutely false and fabricated without any substantive evidence. The opposite parties have also pleaded that no proof regarding appointment letter, pay slip or working etc. had been submitted by the said applicant. The opposite parties have submitted that contract was given to M/s Sahid Faizan Ahmad & Brothers, Faizabad opposite Party No. 3 by the railway administration and there was no relationship of employee and employer between the applicant and opposite Party No. 1 & 2.

9. It has also been pleaded in the written statement that the railway administration has got right to execute the contract so as to make out day to day work at railway stations. It has also been pointed out by opposite Party

No. 1 & 2 that the applicant/workman has not mentioned the name of railway station where he was working no said gate pas has been submitted before the Tribunal. Since the applicant was never engaged by the opposite Party No. 1 & 2 so there was no need for any notice prior to termination of services as alleged in the claim statement. It has also been emphasized by opposite parties No. 1 & 2 that the workman can not seek the benefit of Railway Establishment Rules or any other statutory railway rules because the applicant is not a railway employee.

10. The opposite parties 1 & 2 have also submitted that there was no violation of any Labour Law and there was no unfair labour practice, the railway administration works as per the existing rules and other constitutional provisions as well as Labour laws. The opposite parties 1 & 2 have stated that the relief sought is ambiguous and can not be given by the Tribunal, per contra it has been emphasized by opposite Party No. 1 & 2 that the relief requested is misconceived and liable to be rejected in the interest of justice.

11. After filing of written statement before this Tribunal by the opposite party, sufficient opportunity was to the workman for filing rejoinder. Although several opportunities were given to the applicant, no rejoinder was filed. Moreover on 06.08.2014, learned Authorized Representative of applicant made an endorsement in writing on the claim statement as "**NOT PRESSED**". The applicant expressed his desire not to pursue with his claim. After specific denial of the averments made in the claim statement, there was no rebuttal or rejoinder either in the written form or oral by the applicant/workman. Further the endorsement dated 06.08.2014 made on the claim statement, clearly shows that the workman does not want to further proceed with the case.

12. Under the circumstances and the facts mentioned herein, no relief is legally required to be given to the applicant/workman Shri Santosh Kumar. The reference under adjudication is answered as NO CLAIM AWARD.

13. Award as above.

Lucknow

28.10.2014

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 19 मार्च, 2015

का.आ. 559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट संदर्भ संख्या (155/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/03/2015 को प्राप्त हुआ था।

[सं० एल-41012/26/92-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 19th March, 2015

S.O. 559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref.No. 155/96) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of the S.E. Railway and their workmen, received by the Central Government on 18/03/2015.

[No.L-41012/26/92-IR(B-1)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/155/96

Shri D. Venkatraman,
S/o Shri Bairagi,
Porter Colony,
Bilaspur

....Workman

Versus

The DRM,
S.E. Railway,
PO & Distt. Bilaspur.

....Management

AWARD

Passed on this 13th day of February 2015

1. As per letter dated 6-8-96 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-41012/26/92/IR(DU). The dispute under reference relates to:

"Whether the action of the Management of DRM, S.E. Railway, Bilaspur in terminating the services of Shri D. Venkatraman is legal and justified? If not, to what relief is the workman entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at page 2/1 to 2/4. However it does not bear signature of the counsel for Ist party or workman himself. Case of Ist party is that he was appointed as Gangman on 19-2-90. No order in writing was issued to him. His services were orally terminated from 14-5-90. Workman further submits that he was given employment. He was working without break, without assigning any reasons. Workman was prevented from carrying duties. There cannot be oral order of termination. In absence of termination order in writing, workman is deemed to be in service. He was orally informed about termination of his service is for using incorrect casual cards. That causal card was not condition precedent for employment. On said reasons, his services could not be terminated. Despite workman repeatedly approached, he was not provided employment. He was not permitted to

work. It amounts to retrenchment. Other similarly situated employees are continued. That termination of his service is violative of Article 14 of the constitution. Termination of his service in violation of law as such illegal. He was not served with any chargesheet, show cause notice. DE was not conducted against him. That he is covered as workman under ID Act. Termination of his service is in violation of Section 25-F of ID Act. Action of the management is arbitrary and illegal and deserves to be quashed. His services are terminated without giving opportunity for his defence is violative of Article 311 of the constitution. Many employees similarly situated filed Original Application No. 189, 197, 204 of 1986 & 11, 14, 17, 32, 70 of 1987. The termination of services was found illegal. Workman is similarly situated. His services are terminated illegally. On such ground, workman prays for his reinstatement with back wages.

3. IInd party filed Written Statement at page 4/1 to 4/6 denying claim of workman. It is submitted that workman had worked as casual Gangman for 2 1/2 months while giving opportunity to him, it was clearly indicated in appointment order if working certificate/class certificate and other documents submitted by workman found false at any time during engagement, his services would be terminated automatically without notice. That the certificate produced by workman were found false. Therefore his services were terminated. The reasons for termination were given in order of termination dated 10-5-90. It is reiterated that the workman was given appointment for the post of casual Gangman on conditions stated above. As the certificate produced by workman were found false, his services were terminated automatically without notice. No question arise of giving opportunity to explain. Above contentions are reiterated by IInd party. It is submitted that the workman has not acquired status of temporary employee.

4. That the applicant had submitted application for appointment to the post of Gangman. He indicated period of his previous service and also produced certificate in support of his claim. Such certificate was found false. Therefore workman was dismissed from service. On such ground, IInd party submits that claim of Ist party cannot be accepted. W.r.t. filing original application before CAT, it is submitted that Hon'ble CAT observed that matter relating to casual labours does not fall within the jurisdiction. The contentions of workman in that regard are not tenable.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|--|
| (i) Whether the action of the management of DRM, S.E. Railway, Bilaspur in terminating the services of Shri D. Venkataraman is legal and justified? | In Affirmative |
| (ii) If not, what relief the workman is entitled to?" | Workman is not entitled to any relief. |

REASONS

6. Though workman has raised dispute challenging termination of his service for violation of Section 25-F of ID Act, workman has not participated in reference proceeding. He failed to adduce evidence in support of his claim. Evidence of workman is closed on 19-5-2011. Despite repeated chances granted, IInd party also failed to adduce evidence. For failure of both parties in adducing evidence, the dispute could not be adjudicated on merits. For above reasons. No dispute award is passed as under:—

- (1) The action of the management of DRM, S.E. Railway, Bilaspur in terminating the services of Shri D. Venkataraman is legal and proper.
- (2) Workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 20 मार्च, 2015

का.आ. 560.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय चण्डीगढ़ के पंचाट (संदर्भ संख्या 269/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/03/2015 को प्राप्त हुआ था।

[सं एल-12012/32/2013-आई आर (बी-II)]
रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 269/2013) of the Central Government Industrial Tribunal-cum-Labour Court, II, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, received by the Central Government on 20/03/2015.

[No. L-12012/32/2013-IR(B-II)]
RAVI KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 269/2013

Registered on 27.6.2013

Sh. Amrik Singh S/o Sh. Sucha Singh, R/o H.No. 169, VPO, Biring, District Jalandhar

...Petitioner

Versus

1. Chairman, Punjab and Sind Bank, Cannought Place, 24, Rajindra Palace, New Delhi.
2. Zonal Manager, Punjab and Sind Bank, Local H.Q., Sector 17, Chandigarh.
3. Divisional Zonal Manager, Punjab and Sind Bank, Model Town, Jalandhar, Distt. Jalandhar.
4. Manager, Security, Zonal Office, Punjab and Sind Bank, Model Town, Jalandhar.
5. Deputy Director, District Sainik Welfare Office, Jalandhar.

...Respondents

Appearances

For the workman — Sh. Brij Mohan Adv.
For the Management — Sh. J.S. Sathi Adv.

AWARD

Passed on 24.2.2015

Central Government *vide* Notification No. L-12012/32/2013 IR (B-II) Dated 27.5.2013, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Amrik Singh S/o Sh. Sucha Singh *w.e.f.* 1.8.2012 who was engaged by Punjab and Sind Bank through District Defence Service Welfare office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for the what directions are necessary in the matter?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No. 1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office *i.e.* respondent No. 5 for the purpose. The workman appeared in the interview and was engaged as a security guard in the year 2007. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No. 1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed

as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well section of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W11.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M8.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr. J.S. Sathi, learned counsel for the management that workman is in fact an employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so, there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the learned counsel.

It may be added at the outset that the workman stated in the statement of claim that he continuously worked with the bank from the year 2007 to 31.7.2012, (the workman failed to mention the date on which he joined the duty in his claim statement as well as in his affidavit). Thus, according to the workman he worked with the bank from the year 2007 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a Joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from the year 2007 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare

Office, Jalandhar as pleaded by the respondent Bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to provide the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

The fact that whether the workman is an employee of the District Sainik Welfare Office stands clinched from the letter dated 31.10.2007 Exhibit M8 relied upon by the management itself, written by the District Sainik Welfare Office, Jalandhar to the Manager, Security of the respondent bank and its relevant portion reads as follows:—

"No. 3377874P Ex Nk Amrik Singh S/o Sh. Sucha Singh resident of Village H.No.169, Village- Biring, PO Jalandhar Cantt, Distt. Jalandhar has been sponsored for the post of Security Guard. If any vacancy is existed in your bank, you are requested to adjust the said individual."

Thus, this letter itself shows that the workman was not selected by the District Sainik Welfare Office but it simply sponsored his name to be adjusted in the bank.

Workman has pleaded in pars 2 of the statement of claim that the bank got executed an affidavit from him at the time of his appointment and this fact was denied by the respondent bank in the written statement. But the management itself has placed on record a photocopy of the affidavit Exhibit M5 wherein, it is specifically mentioned by the workman that he was appointed on temporary basis as security guard in the Punjab and Sind Bank and bank can terminate his services after serving one month's notice and 'similarly he would quit the job after giving one month's notice to the bank. This document which is relied upon by the management further establish that the workman was not an employee of the District Sainik Welfare Office but was of the respondent bank. If District Sainik Welfare Office has intervened at one stage or the other for engaging the services of the workman, it cannot be said that he was in fact an employee of the said Board.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated *w.e.f.* 1.8.2012 and that too without serving any notice or retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly terminated *w.e.f.* 1.8.2012, a lump sum amount of Rs. 2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the service of the workman as a security guard and again his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs. 2 lacks from respondent No. 1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 20 मार्च, 2015

का.आ. 561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 272/2013) प्रकाशित करती है जो केन्द्रीय सरकार को 20/03/2015 को प्राप्त हुआ था।

[सं एल-12012/29/2013-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 272/2013) of the Central Government Industrial Tribunal-cum-Labour Court, II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 20/03/2015.

[No. L-12012/29/2013-IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present: Sri Kewal Krishan, Presiding Officer****Case No. I.D. No. 272/2013****Registered on 27.6.2013**

Sh. Bakshish Singh S/o Sh. Pritam Singh, R/o VPO, Khukurian, District Kapurthala ...Petitioner

Versus

1. Chairman, Punjab and Sind Bank, Cannaut Place, 24, Rajindra Palace, New Delhi.
2. Zonal Manager, Punjab and Sind Bank, Local H.Q., Sector 17, Chandigarh.
3. Divisional Zonal Manager, Punjab and Sind Bank, Model Town, Jalandhar, Distt. Jalandhar
4. Manager, Security, Zonal Office, Punjab and Sind Bank, Model Town, Jalandhar.
5. Deputy Director, District Sainik Welfare Office, Jalandhar. ...Respondents

APPEARANCES

For the workman Sh. Brij Mohan Adv.

For the Management Sh. J.S. Sathi Adv.

AWARD**PASSED ON 24.2.2015**

Central Government *vide* Notification No. L-12012/29/2013 IR (B-II) Dated 27.5.2013, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Bakshish Singh S/o Sh. Pritam Singh *w.e.f.* 1.8.2012 who was engaged by Punjab and Sind Bank through District Defence Service Welfare office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for and what directions are necessary in the matter?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No. 1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office *i.e.* respondent No. 5 for the purpose. The workman appeared in the interview and was engaged as a security guard in the year 2005. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No. 1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well section of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W12.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M7.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr.J.S. Sathi, learned counsel for the management that workman is in fact an employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so, there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the learned counsel.

I may be added at the outset that the workman stated in the statement of claim that he continuously worked with the bank from the year 2005 to 31.7.2012, (the workman failed to mention the date on which he joined the duty in his claim statement as well as in his affidavit). Thus, according to the workman he worked with the bank from the year 2005 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a Joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from the year 2005 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare Office, Jalandhar as pleaded by the respondent Bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an

important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to provide the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

Though the respondent bank did not file documents relating to the workman but it did file a letter written by the District Sainik Welfare Office, Exhibit M6 showing that he simply sponsored the name of one Kulwant Singh for the post of Security Guard. Again the bank has placed on record two affidavits of Shaadi Lal, Exhibit M5/1 and Sukhwant Singh, Exhibit M5/2 in which the appointees has mentioned that the bank can terminate the services after giving one month's notice and similarly the appointee can leave the service after serving a similar notice. These three documents do not relate to the present workman, but it has been placed on the file by the bank itself showing the practice being followed in the bank. These documents clearly show that District Sainik Welfare Office simply sponsored the name of the persons to be posted as Security Guard and was not the appointing authority and in the affidavits taken from some of the appointees shows that it was the bank who was to terminate the services. Thus these documents probalize the case of the workman that he was in fact appointed by the respondent bank and he was not employed by the District Sainik Welfare Office, Jalandhar.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated *w.e.f.* 1.8.2012 and that too without serving any notice or retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in

service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly terminated *w.e.f.* 1.8.2012, a lump sum amount of Rs. 2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the services of the workman as a security guard and again his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs. 2 lacks from respondent No. 1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @ 9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 20 मार्च, 2015

का.आ. 562.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 271/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/03/2015 को प्राप्त हुआ था।

[सं एल-12012/27/2013-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 271/2013) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the management of Punjab

and Sind Bank and their workmen, received by the Central Government on 20/03/2015.

[No. L-12012/27/2013-IR(B-II)]
RAVI KUMAR, Desk Officer

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Present : Sri Kewal Krishan, Presiding Officer

Case No. I.D. No.271/2013

Registered on 27.6.2013

Sh. Bal Krishan S/o Sh. Bashi Ram
R/o H.No.2722, VPO, Bhargav Nagar
District, Jalandhar

...Petitioner

Versus

1. Chairman, Punjab and Sind Bank,
Cannaut Place, 24, Rajindra Palace,
New Delhi.
2. Zonal Manager, Punjab and Sind Bank,
Local H.Q., Sector 17, Chandigarh
3. Divisional Zonal Manager,
Punjab and Sind Bank, Model Town,
Jalandhar, Distt. Jalandhar.
4. Manager, Security, Zonal Office,
Punjab and Sind Bank, Model Town,
Jalandhar.
5. Deputy Director, District Sainik
Welfare Office, Jalandhar

...Respondents

Appearances :

For the workman : Sh. Brij Mohan, Adv.

For the Management : Sh. J.S. Sathi, Adv.

AWARD

Passed on- 24.2.2015

Central Government vide Notification No. L-12012/27/2013 IR(B-II) Dated 27.5.2013, by exercising its powers under Section 10 Sub Section (1) Clause (d) and Sub Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Bal Krishan S/o Sh. Bashi Ram *w.e.f.* 1.8.2012 who was engaged by Punjab and Sind Bank through District Defence Service Welfare office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for and what directions are necessary in the matter?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No.1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office i.e. respondent No.5 for the purpose. The workman appeared in the interview and was engaged as a security guard in May, 2007. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No.1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well sanction of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W11.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M6.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr. J.S. Sathi, learned counsel for the management that workman is in fact an employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so,

there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the learned counsel.

I may be added at the outset that the workman stated in the statement of claim that he continuously worked with the bank from May, 2007 to 31.7.2012, (the workman failed to mention the date on which he joined the duty in his claim statement as well as in his affidavit). Thus, according to the workman he worked with the bank from May, 2007 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from the year 2007 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare Office, Jalandhar as pleaded by the respondent bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is a public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to provide the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

The fact that whether workman is an employee of the bank or of the District Sainik Welfare Office stand clinched from the copy of the affidavit, Exhibit M5 placed on the file by the management itself. It is clearly mentioned therein that the bank can terminate the services of the workman after giving him one month's notice and similarly, the workman can leave the job after serving the notice.

This document leaves no doubt that the workman was in fact an employee of the bank and not of the District Sainik Welfare Office, Jalandhar.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated w.e.f. 1.8.2012 and that too without serving any notice or retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly terminated w.e.f. 1.8.2012, a lump sum amount of Rs.2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the services of the workman as a security guard and again his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs.2 lacks from respondent No.1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment

without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 20 मार्च, 2015

का.आ. 563.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय चण्डीगढ़ के पंचाट (संदर्भ संख्या 274/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/03/2015 को प्राप्त हुआ था।

[सं एल-12012/30/2013-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 274/2013) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 20/03/2015.

[No. L-12012/30/2013-IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 274/2013

Registered on 27.6.2013

Sh. Baljinder Singh S/o Sh. Mohinder Singh, R/o VPO, Khojpur, District Jalandhar ...Petitioner

Versus

1. Chairman, Punjab and Sind Bank, Cannaught Palace, 24, Rajindra Palace, New Delhi.
2. Zonal Manager, Punjab and Sind Bank, Local H.Q., Sector 17, Chandigarh.
3. Divisional Zonal Manager, Punjab and Sind Bank, Model Town, Jalandhar, Distt. Jalandhar.
4. Manager, Security, Zonal Office, Punjab and Sind Bank, Model Town, Jalandhar.
5. Deputy Director, District Sainik Welfare Office, Jalandhar. ...Respondents

Appearances

For the Workman Sh. Brij Mohan Adv.

For the Management Sh. J.S. Sathi Adv.

Award

Passed on 24.2.2015

Central Government *vide* Notification No. L-12012/30/2013 IR (B-II) Dated 28.5.2013, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Baljinder Singh S/o Sh. Mahinder Singh *w.e.f.* 1.8.2012 who was engaged by Punjab and Sind Bank through District Defence Service Welfare Office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for and what directions are necessary in the matter?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No. 1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office *i.e.* respondent No. 5 for the purpose. The workman appeared in the interview and was engaged as a security guard in the year 2009. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No. 1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well section of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record

and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W11.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M7.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr.J.S. Sathi, Learned Counsel for the management that workman is in fact an employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so, there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the Learned Counsel.

I may be added at the outset that the workman stated in the statement of claim that he continuously worked with the bank from the year 2009 to 31.7.2012, (the workman failed to mention the date on which he joined the duty in his claim statement as well as in his affidavit). Thus, according to the workman he worked with the bank from the year 2009 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from the year 2009 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare Office, Jalandhar as pleaded by the respondent Bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the

bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to provide the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

Though the respondent bank did not file documents relating to the workman but it did file a letter written by the District Sainik Welfare Office, Exhibit M6 showing that he simply sponsored the name of one Kulwant Singh for the post of Security Guard. Again the bank has placed on record two affidavits of Shaadi Lal, Exhibit M5/1 and Sukhwant Singh, Exhibit M5/2 in which the appointees has mentioned that the bank can terminate the services after giving one month's notice and similarly the appointee can leave the service after serving a similar notice. These three documents do not relate to the present workman, but it has been placed on the file by the bank itself showing the practice being followed in the bank. These documents clearly show that District Sainik Welfare Office simply sponsored the name of the persons to be posted as Security Guard and was not the appointing authority and in the affidavits taken from some of the appointees and the same shows that it was the bank who was to terminate the services. Thus these documents probalize the case of the workman that he was in fact appointed by the respondent bank and he was not employed by the District Sainik Welfare Office, Jalandhar.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated *w.e.f.* 1.8.2012 and that too without serving any notice or retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly terminated *w.e.f.* 1.8.2012, a lump sum amount of Rs. 2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the service of the workman as a security guard and again his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs. 2 lacks from respondent No. 1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 20 मार्च, 2015

का.आ. 564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 276/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/03/2015 को प्राप्त हुआ था।

[सं एल-12012/26/2013-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 276/2013) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 20/03/2015.

[No. L-12012/26/2013-IR(B-II)]
RAVI KUMAR, Desk Officer

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Present : Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 276/2013

Registered on 27.6.2013

Sh. Gurdish Singh, S/o Sh. Tara Singh,
R/o Gali No.2, Hargobind Nagar,
District Jalandhar

...Petitioner

Versus

1. Chairman, Punjab and Sind Bank,
Cannaut Place, 24, Rajindra Palace,
New Delhi.
2. Zonal Manager, Punjab and Sind Bank,
Local H.Q., Sector 17, Chandigarh
3. Divisional Zonal Manager,
Punjab and Sind Bank, Model Town,
Jalandhar, Distt. Jalandhar.
4. Manager, Security, Zonal Office,
Punjab and Sind Bank, Model Town,
Jalandhar.
5. Deputy Director, District Sainik
Welfare Office, Jalandhar

...Respondents

Appearances :

For the workman : Sh. Brij Mohan, Adv.

For the Management : Sh. J.S. Sathi, Adv.

AWARD

Passed on- 24.2.2015

Central Government vide Notification No. L-12012/26/2013 IR(B-II)) Dated 5.6.2013, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Gurdish Singh S/o Sh. Tara Singh w.e.f. 1.8.2012 who was engaged by Punjab and Sind Bank through District Defence Service Welfare office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for and what directions are necessary in the matter?”

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No.1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office i.e. respondent No.5 for the purpose. The workman appeared in the interview and was engaged as a security guard on 1st November, 2011. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No.1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well sanction of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W12.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M7.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr. J.S. Sathi, learned counsel for the management that workman is in fact an employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so, there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the learned counsel.

I may be added at the outset that the workman stated in the statement of claim that he continuously worked with the bank from 1st November, 2011 to 31.7.2012. Thus, according to the workman he worked with the bank from 1st November, 2011 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from 1st November, 2011 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare Office, Jalandhar as pleaded by the respondent bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is a public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to provide the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

Though the respondent bank did not file documents relating to the workman but it did file a letter written by the

District Sainik Welfare Office, Exhibit M6 showing that he simply sponsored the name of one Kulwant Singh for the post of Security Guard. Again the bank has placed on record two affidavits of Shaadi Lal, Exhibit M5/1 and Sukhwant Singh, Exhibit M5/2 in which the appointees has mentioned that the bank can terminate the services after giving one month's notice and similarly the appointee can leave the service after serving a similar notice. These three documents do not relate to the present workman, but it has been placed on the file by the bank itself and shows the practice being followed in the bank. These documents clearly show that District Sainik Welfare Office simply sponsored the name of the persons to be posted as Security Guard and was not the appointing authority and in the affidavits taken from some of the appointees shows that it was the bank who was to terminate the services. Thus these documents probalize the case of the workman that he was in fact appointed by the respondent bank and he was not employed by the District Sainik Welfare Office, Jalandhar.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated w.e.f. 1.8.2012 and that too without serving any notice or retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly terminated w.e.f. 1.8.2012, a lump sum amount of Rs.2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the services of the workman as a security guard and again

his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs.2 lacks from respondent No.1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 20 मार्च, 2015

का.आ. 565.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 270/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/03/2015 को प्राप्त हुआ था।

[सं. एल-12012/25/2013-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 270/2013) of the Central Government Industrial Tribunal-Cum-Labour Court, II, Chandigarh as shown in the Annexure, in the industrial dispute between management the of Punjab and Sind Bank and their workmen, received by the Central Government on 20/03/2015.

[No. L-12012/25/2013-IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 270/2013

Registered on 27.6.2013

Sh. Kuldeep Singh S/o Sh. Jagat Singh, R/o VPO, Bill Pur, District Kapurthala ...Petitioner

Versus

1. Chairman, Punjab and Sind Bank, Cannaut Palace, 24, Rajindra Palace, New Delhi.
2. Zonal Manager, Punjab and Sind Bank, Local H.Q., Sector 17, Chandigarh.
3. Divisional Zonal Manager, Punjab and Sind Bank, Model Town, Jalandhar, Distt. Jalandhar.
4. Manager, Security, Zonal Office, Punjab and Sind Bank, Model Town, Jalandhar.
5. Deputy Director, District Sainik Welfare Office, Jalandhar. ...Respondents

Appearances :

For the workman Sh. Brij Mohan Adv.

For the Management Sh. J.S. Sathi Adv.

AWARD

Passed on 24.2.2015

Central Government vide Notification No. L-12012/25/2013 IR (B-II) Dated 28.5.2013, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Kuldeep Singh S/o Sh. Jagat Singh *w.e.f.* 1.8.2012 who was engaged by Punjab and Sind Bank through District Defence Service Welfare Office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for and what directions are necessary in the matter?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No. 1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office *i.e.* respondent No. 5 for the purpose. The workman appeared in the interview and was engaged as a security guard in year 2008. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No. 1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well sanction of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W13.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M7.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr.J.S. Sathi, learned counsel for the management that workman is in fact an employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so, there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the learned counsel.

I may be added at the outset that the workman stated in the statement of claim that he continuously worked with the bank from the year 2008 to 31.7.2012. (the workman failed to mention the date on which he joined the duty in his claim statement as well as in his affidavit). Thus, according to the workman he worked with the bank from the year 2008 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a Joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the

District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from the year, 2008 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare Office, Jalandhar as pleaded by the respondent Bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is a public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to provide the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

The fact that whether workman is an employee of the bank or of the District Sainik Welfare Office stand clinched from the copy of the affidavit, Exhibit M5 placed on the file by the management itself. It is clearly mentioned therein that the bank can terminate the services of the workman after giving him one month's notice and similarly, the workman can leave the job after serving the notice. This document leaves no doubt that the workman was in fact an employee of the bank and not of the District Sainik Welfare Office, Jalandhar.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated w.e.f. 1.8.2012 and that too without serving any notice or retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly terminated w.e.f. 1.8.2012, a lump sum amount of Rs. 2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the service of the workman as a security guard and again his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs. 2 lacks from respondent No. 1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @ 9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 20 मार्च, 2015

का.आ. 566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 275/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.03.2015 को प्राप्त हुआ था।

[सं एल-12012/17/2013-आईआर (बी-II)]
रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 275/2013) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of the Punjab and Sind Bank and their workmen, received by the Central Government on 20/03/2015.

[No. L-12012/17/2013-IR(B-II)]
RAVI KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer.

Case No. I.D. No. 275/2013

Registered on 27.6.2013

Sh. Satnam Singh S/o Sh. Gurdeep Singh, R/o H.No. 59, Baba Attar Singh, Phase-II, Sofi Pind, Kukud Pind, District Jalandhar.

...Petitioner

Versus

1. Chairman, Punjab and Sind Bank, Cannaut Place, 24, Rajindra Palace, New Delhi.
2. Zonal Manager, Punjab and Sind Bank, Local H.Q., Sector 17, Chandigarh.
3. Divisional Zonal Manager, Punjab and Sind Bank, Model Town, Jalandhar, Distt. Jalandhar.
4. Manager, Security, Zonal Office, Punjab and Sind Bank, Model Town, Jalandhar.
5. Deputy Director, District Sainik Welfare Office, Jalandhar.

...Respondents

APPEARANCES

For the workman Sh. Brij Mohan Adv.

For the Management Sh. J.S. Sathi Adv.

Award

Passed on 24.2.2015

Central Government *vide* Notification No. L-12012/17/2013 IR (B-II) Dated 28.5.2013, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Satnam Singh S/o Sh. Gurdeep Singh w.e.f.

1.8.2012 who was engaged by Punjab and Sind Bank through District Defence Service Welfare office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for the what directions are necessary in the matter?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No. 1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office *i.e.* respondent No. 5 for the purpose. The workman appeared in the interview and was engaged as a security guard 1.8.2010. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No. 1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well section of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W12.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M8.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr.J.S. Sathi, learned counsel for the management that workman is in fact an

employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so, there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the learned counsel.

I may be added at the outset that the workman stated in the statement of claim that he continuously worked with the bank from 1.8.2010 to 31.7.2012. Thus, according to the workman he worked with the bank from 1.8.2010 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a Joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from the year 1.8.2010 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare Office, Jalandhar as pleaded by the respondent Bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to provide the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

The fact that whether the workman is employee of the bank or the District Sainik Welfare Office stand clinched from the letter written by the District Sainik Welfare Office to the Manager, security of the bank dated 11.7.2010, Exhibit

M8 and relied upon management itself, whereby, the District Sainik Welfare Office simply sponsored the name of the workman for the post of the gunman. Had he been appointed by the said office, the question of sponsoring the name by the District Sainik Welfare Office to the bank did not arise at all. It shows that the District Sainik Welfare Office simply sponsored the names and the workman was in fact appointed by the bank itself as security guard.

Again the bank has placed on record two affidavits of Shaadi Lal, Exhibit M5/1 and Sukhwant Singh, Exhibit M5/2 in which the appointees has mentioned that the bank can terminate the services after giving one month's notice and similarly the appointee can leave the service after serving a similar notice. These documents do not relate to the present workman, but it has been placed on the file by the bank itself showing the practice being followed in the bank. These documents clearly show that District Sainik Welfare Office simply sponsored the name of the persons to be posted as Security Guard and was not the appointing authority and in the affidavits taken from some of the appointees shows that it was the bank who was to terminate the services. Thus these documents probalize the case of the workman that he was in fact appointed by the respondent bank and he was not employed by the District Sainik Welfare Office, Jalandhar.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated w.e.f. 1.8.2012 and that too without serving any notice or retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly

terminated w.e.f. 1.8.2012, a lump sum amount of Rs. 2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the service of the workman as a security guard and again his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs. 2 lacks from respondent No. 1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer.

नई दिल्ली, 20 मार्च, 2015

का.आ. 567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 273/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.03.2015 को प्राप्त हुआ था।

[सं एल-12012/19/2013-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th March, 2015

S.O. 567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 273/2013) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 20/03/2015.

[No. L-12012/19/2013-IR(B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sri Kewal Krishan, Presiding Officer.**Case No. I.D. No. 273/2013**

Registered on 27.6.2013

Sh. Sukhwinder Singh, S/o Sh. Amar Singh, R/o H.No. 6, Patara Road, Bolina, District, Jalandhar

Petitioner

Versus

1. Chairman, Punjab and Sindh Bank, Cannaut Place, 24, Rajindra Palace, New Delhi.
2. Zonal Manager, Punjab and Sindh Bank, Local H.Q., Sector 17, Chandigarh.
3. Divisional Zonal Manager, Punjab and Sindh Bank, Model Town, Jalandhar, Distt. Jalandhar
4. Manager, Security, Zonal Office, Punjab and Sindh Bank, Model Town, Jalandhar.
5. Deputy Director, District Sainik Welfare Office, Jalandhar. ...Respondents

APPEARANCES

For the workman Sh. Brij Mohan Adv.

For the Management Sh. J.S. Sathi Adv.

Award

Passed on 24.2.2015

Central Government vide Notification No. L-12012/19/2013 IR (B-II) Dated 29.5.2013, by exercising its powers under Section 10 Sub section (1) Clause (d) and Sub Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

"Whether the action of the management of Punjab and Sind Bank, Jalandhar in terminating the services of Sh. Sukhwinder Singh S/o Sh. Amar Singh w.e.f. 1.8.2012 who was engaged by Punjab and Sindh Bank through District Defence Service Welfare office, Jalandhar is just, valid and legal? If not, then to what relief the workman is entitled for the what directions are necessary in the matter?"

In response to the notice, the workman appeared and submitted statement of claim pleading that he is an Ex-Serviceman and got registered his name with District Sainik Welfare Office, Jalandhar. That respondent No. 1 to 4 wanted the services of the security guards and they approached Deputy Director, District Sainik Welfare Office i.e. respondent No. 5 for the purpose. The workman

appeared in the interview and was engaged as a security guard 25.10.2005. He was posted in various branches of the bank and continuously worked till 31.7.2012. His services were illegally terminated on 1.8.2012 without serving any notice or charge-sheet with some ulterior motive. It is further pleaded that the persons junior to him were also retained in service and even new hands were appointed and as such the termination of the services of the workman are illegal and he be reinstated in service with full back wages.

Respondent No. 1 to 4 contested the claim and filed written statement pleading that security guards are permitted by the Central Government to be engaged through contractors. The workman was appointed by the Deputy Director, District Sainik Welfare Office and deputed as Guard in the bank. The workman used to get the salary from the Deputy Director who was responsible for compulsory deductions. Deputy Director, District Sainik Welfare Office has the supervision and control over the workman who was exercising disciplinary control as well section of leave. The workman was an employee of the District Sainik Welfare Office. It is specifically denied that there was any relationship of employer and employee between the workman and the respondent bank. The District Sainik Welfare Office was at liberty to depute any Ex-servicemen as security guard on any day and the bank did not maintain any attendance record and as such, the fact that workman worked continuously for 240 days was also denied.

Parties were given opportunity to lead their evidence.

In support of its case the workman appeared in the witness box and filed his affidavit reiterating the stand taken in the claim petition. He has also placed on record certain documents Exhibit W1 to W14.

On the other hand the respondent management has examined Sh. Sandeep Singh who filed his affidavit along with documents Exhibit M1 to M7.

I have heard Sh. Brij Mohan, counsel for the workman and Sh. J.S. Sathi, counsel for the management.

It was vehemently contended by Mr. J.S. Sathi, learned counsel for the management that workman is in fact an employee of the District Sainik Welfare Office who used to depute him as security Guard with the bank and it was the District Sainik Welfare Office who used to mark his presence and pay him salary and was exercising all supervision and control over the workman and being so, there was no relationship of an employer and employee between the parties; and the workman is not entitled to any relief.

I have considered the contention of the learned counsel.

I may be added at the outset that the workman stated in the statement of claim that he continuously worked with

the bank from 25.10.2005 to 31.7.2012. Thus, according to the workman he worked with the bank from 25.10.2005 to 31.7.2012. This fact is not specifically denied by the bank in the written statement and rather pleaded in para 4 of the written statement that workman was deputed as Guard by the District Sainik Welfare Office. Again in a Joint reply to para 7 to 11, the bank again admitted that workman was deputed as guard in the bank but by the District Sainik Welfare Office. In the circumstances, when there is no specific denial regarding the period during which the workman worked with the bank, it is to be held that he worked with the bank as Security Guard from the 25.10.2005 to 31.7.2012.

Now the question is whether he was employed by the bank or was an employee of the District Sainik Welfare Office, Jalandhar as pleaded by the respondent Bank. The workman as well as the respondent bank has placed on record certain documents in support of their respective claims. The respondent bank is public sector undertaking and there is no denial of the fact that its business is conducted as per rules and regulations and that too in writing. But the respondent did not produce any alleged contract entered into between the bank and the District Sainik Welfare Office and Sandeep Singh, examined by the bank, specifically stated that there was no written contract entered into between the parties. It does not appeal to mind that the bank engaged the service of security guards without entering into written contract with the District Sainik Welfare Office. The post of security guard is an important post being responsible for keeping the security of the bank and its staff and such an assignment cannot be given to a person without any written agreement. It is not the case of the bank that it orally agreed with the District Sainik Welfare Office to get the services of the security guards. Thus, it cannot be said that there was any contract entered into between the District Sainik Welfare Office and the bank for availing the services of the workman as security guard.

The fact that whether the workman is employee of the bank or the District Sainik Welfare Office stand clinched from the copy of the affidavit, Exhibit M5 placed on the file by the management itself. It is clearly mentioned therein that the bank can terminate the services of the workman after giving him one month's notice and similarly, the workman was to leave the job after serving the notice. This document leaves no doubt that the workman was in fact an employee of the bank and not of the District Sainik Welfare Office, Jalandhar.

The bank has taken a specific plea that the workman was paid his salary through the District Sainik Welfare Office. The bank is in possession of the record regarding disbursement of salary. But it did not choose to produce the same and therefore adverse inference is to be taken

that the salary was not paid to the workman by the District Sainik Welfare Office but by the bank.

Considering all the circumstances stated above, it can be safely said that the workman was an employee of the bank. There is no dispute that the services of the workman were terminated w.e.f. 1.8.2012 and that too without serving any notice or Payment of retrenchment compensation. Therefore the termination of the services of the workman by the bank are not legal and justified.

The next question which needs determination is whether the workman is to be reinstated in service or be paid some compensation.

There is no dispute that the workman was appointed by not following any rules and regulations or the procedure contained therein. Rather it is not clear what method was adopted by the bank to avail the services of the workman. Since the appointment of the workman as security guard is not as per law, he cannot be ordered to be reinstated in service. The only alternative is to pay him compensation. Usually, the workman is entitled to one month's notice pay and 15 days' pay for every completed year of service as compensation but considering the entirety of the circumstances that services of the workman were abruptly terminated w.e.f. 1.8.2012, a lump sum amount of Rs. 2 lac is adjudged just compensation which is payable to the workman.

Before concluding the award, it may be added that a novel method was adopted by the bank officers to engage the services of the workman as a security guard and again his services were terminated without following the provisions of law. Therefore the bank officers who engaged the services and who terminated the services in an illegal manner are responsible for the loss caused to the bank who deals with public money. Being so, the bank is at liberty to recover the said amount being payable to the workman from the said officers in due course of law.

In result, the reference is answered in favour of the workman holding that the termination of the services of the workman by the respondent bank is not legal and valid and he is entitled to recover Rs. 2 lacs from respondent No. 1 to 4. The respondent bank shall pay the compensation within two months of the publication of the award failing which the workman shall be entitled to the interest @9 per cent per annum from the date of the award till realization. However the bank authority can recover the amount from the persons responsible for making the appointment without following the rules and regulations and then terminating the services in violation of the law. Let hard and soft copy of the award be sent to the Central Government for information and further necessary action.

KEWAL KRISHAN, Presiding Officer